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SECTION 01065

CONTRACTOR FURNISHED DISPOSAL FACILITIES

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SECTION 01065

CONTRACTOR FURNISHED DISPOSAL FACILITIES

PART 1 GENERAL

1.1 BIDDING

1.1.1 Definition

The term "facility" used in this Section refers to all Contractor-furnished features that are proposed by the Contractor in conjunction with execution and performance of dredging and that are not specifically identified in the solicitation document. The facility includes, but not limited to, disposal area(s), dredged material transfer site(s) and/or off-loading site(s), and/or haul roads.

1.1.2 Data

Submit all information and data specified in this Section, if the bid is based on a Contractor-furnished disposal facility other than the one shown and specified elsewhere in this solicitation document.

1.1.3 Award

Award of the contract will be subject to acceptance of the proposed Contractor-furnished facility by the Contracting Officer. Unless the data required below, as may be applicable, is furnished with the bid at the time of bid opening, such bid will be considered non-responsive.

1.1.4 Combination of Contractor/Government-Furnished Disposal Areas

If a Contractor-furnished disposal area is proposed, in combination with the Government-furnished disposal area, the Contractor shall place dredged material into the Contractor-furnished disposal area first, until it is filled, prior to use of the Government-furnished disposal area.

1.1.5 Permission of Owners and Property Dimensions

If the Contractor-furnished facility is proposed, the bid shall be accompanied by a document which includes permission of the owners of the property. If the private property is involved in the proposed Contractor-furnished disposal facility, dimensions of the area or areas proposed shall also be submitted with the bid.

1.1.6 Expenses

All expenses incurred in complying with requirements for use of a proposed Contractor-furnished facility shall be borne by the Contractor, and all operations in connection therewith shall be at the Contractor's risk.

1.1.7 Required Data with the Bid

Bidders proposing use of a Contractor-furnished disposal facility shall, as applicable, furnish the following data for each area:

- (1) Name and address of Property Owner(s).
- (2) Location, site map, and legal description (or appropriate substitute) of area(s) and haul route(s).
- (3) Previous Land Use Information for the last ten year period.
- (4) A Topographic Map of the Area.
- (5) Photographs showing the area proposed for use.
- (6) All data required to assess potential environmental impacts. This information is required in order to determine the necessity for environmental documentation for the proposed use of the site.
- (7) Capacity of disposal area.
- (8) Average depth of fill and final grades over disposal area.
- (9) Obtain a fully executed Contractor-furnished Disposal Facility Permit. Use the sample permit form attached at the end of this Section.
- (10) Documentation of coordination of the use of the proposed site or sites with Federal, State and local agencies having an interest and furnish written approval of these agencies for use of such site(s). Applicable agencies are:

(a) Chief, Geologic and Land Management Division, Michigan Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan 48909-7958.

(b) Department of History, Arts, and Libraries, Michigan Historical Center, State Historic Preservation Officer, 702 West Kalamazoo Street, P.O. Box 30740, Lansing, Michigan 48909-8240.

(c) Field Supervisor, U.S. Fish and Wildlife Service, Ecological Services, 2651 Collidge Road, East Lansing, Michigan 48823..

(d) Office of Strategic Environmental Analysis, B-19J, ATT: Environmental Review Group, U.S. Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, IL 60604-3590.

(e) Chief, Planning and Assessment Branch (ME-J19), U.S. Environmental Protection Agency, 77 West Jackson Blvd., Chicago, IL. 60604.

1.2 AFTER AWARD

If, after the award of the contract, a Contractor-furnished disposal facility other than the one provided by the Government or stipulated by the Contractor in its bid is proposed, the Contractor shall comply with the same requirements specified under subparagraph 1.1, BIDDING, above. The Contractor shall submit required data specified herein at least 15 calendar days in advance of the proposed use. The Contractor's initial proposal for use of a Contractor-furnished facility shall be accompanied by all the required documents to obtain the Contracting Officer's approval. Subsequent submittals of documents will not be permitted except upon the Contracting Officer's request. The submittal shall include, but not limited to, all

items specified under subparagraph 1.1, BIDDING, above.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

Not used. -- End of Section --

SAMPLE FORM
CONTRACTOR-FURNISHED DISPOSAL FACILITY
PERMIT

In consideration of the sum of (*a) dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, owner of the premises described, does hereby grant to (*b) permission to (transfer)(dispose of)(convey across) dredge materials resulting from operations under a contract awarded to (*b) by the District Engineer, U. S. Army Engineer District, Detroit, upon the following described property in the County of , State of .

(INSERT DESCRIPTION OF THE PROPERTY)

The undersigned owner hereby expressly and fully releases the United State of America, its officers, agents, employees, and Contractor, from liability for any and all damages done or caused to be done, and from any claim or demand whatsoever for injuries suffered by or done to the said premises, by reason of transferring, conveying across and/or depositing such dredged materials or other materials. Executed this day of , 19

(Signature of Owner) AFFIDAVIT

State of ()
County of ()ss.

On this day of , 19 , personally appeared before me, , who subscribed the within and foregoing Transfer Site, Haul Route and/or Disposal Area Permit and who

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

- 1.1 REFERENCES
- 1.2 ORDERING INFORMATION
- 2.1 [Enter Appropriate Subpart Title Here]

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

2.1 [Enter Appropriate Subpart Title Here]

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475 202-624-5800
Fax: 800-525-5562 202-624-5806
Internet: www.transportation.org
AOK 5/01
LOK 2/01

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: www.astm.org
AOK 5/01
LOK 3/01

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

933 N. Plum Grove Rd.
Schaumburg, IL 60173-4758
Ph: 847-517-1200

Fax: 847-517-1206
Internet: www.crsi.org
AOK 5/01
LOK 6/00

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

Mail Stop C-13
4676 Columbia Parkway
Cincinnati, OH 45226-1998
Ph: 800-356-4674
Fx: 513-533-8573
Internet: www.cdc.gov/niosh/homepage.html
To order pubs for which a fee is charged, order from:
Superintendent of Documents
U.S. Government Printing Office
732 North Capitol Street, NW
Mailstop: SDE
Washington, DC 20401
Ph: 202-512-1262
Fax: 202-512-1262
Internet: www.gpo.gov
AOK 5/01
LOK 6/00

U.S. ARMY (DA)

Internet: www.usace.army.mil/publications

U.S. ARMY CORPS OF ENGINEERS (USACE)

Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
Internet: www.wes.army.mil/SL/MTC/handbook/handbook.htm

Order Other Documents from:
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: www.usace.army.mil/publications
or www.hnd.usace.army.mil/techinfo/index.htm
AOK 5/01
LOK 6/00

U.S. DEPARTMENT OF COMMERCE (DOC)

Order Publications From:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6000
Fax: 703-605-6900
Internet: www.ntis.gov
AOK 5/01
LOK 6/00

U.S. DEPARTMENT OF DEFENSE (DOD)

Order DOD Documents from:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6000
FAX: 703-605-6900
Internet: www.ntis.gov

Order Military Specifications, Standards and Related
Publications from:
Department of Defense Single Stock Point for (DODSSP)
Defense Automation and Production Service (DAPS)
Bldg 4D
700 Robbins AV
Philadelphia, PA 19111-5094
Ph: 215-697-2179
Fax: 215-697-1462
Internet: www.dodssp.daps.mil
AOK 5/01
LOK 6/00

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Ph: 202-260-2090
FAX: 202-260-6257
Internet: www.epa.gov

NOTE: Some documents are available only from:

National Technical Information Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 703-605-6000
Fax: 703-605-6900
Internet: www.ntis.gov
AOK 5/01

LOK 6/00

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SECTION [01100]

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 - 1.3.1 Additional Work Proposed and Not Authorized
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SECTION [01100]

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. GOVERNMENT CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 320-330 General Regulatory Policies, Permits,
 Enforcement and Definitions

40 CFR 233 State Program Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan; G-AOF

Contractor shall provide an accident prevention plan including an activity hazard analysis to the Contracting Officer within 15 calendar days after receipt of award. Plan shall be in accordance with Contract Clause entitled "ACCIDENT PREVENTION (NOV 1991) - ALTERNATE 1.

Payrolls and Basic Records; G-AOF

Contractor shall submit payrolls and basic records in accordance with the CLAUSE entitled "PAYROLLS AND BASIC RECORDS (FEB 1988)".

Progress Chart; G-AOF

Contractor shall submit progress chart in accordance with the Contract clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984)".

Notice to Mariners; G-AOF

A copy of the completed "NOTICE TO MARINERS" form and a copy of the U.S. Coast Guard's official notice shall be provided prior to the commencement of work.

Buoy Relocation Position; G-AOF

Immediately upon relocating any U.S. Coast Guard buoys the Contractor shall report their position by latitude and longitude in writing.

Survey Note Format; G-AOF.

Submit the proposed survey note format prior to performing any survey work at the work site.

Survey Information;G-AOF

Upon completion of the contract work, the originals of all field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be submitted.

1.3 REGULATORY REQUIREMENTS

1.3.1 Additional Work Proposed and Not Authorized

1.3.1.1 Work Subject to 33 CFR 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable waters, including wetlands (as defined in 33 CFR 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or temporary, and/or fill(s). The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

MICHIGAN-INDIANA

Regulatory Functions Office
U.S. Army Engineer District, Detroit
P. O. Box 1027
Detroit, MI 48231

Telephone: 313-226-6813

1.3.1.2 Work Subject to 40 CFR 233

Any additional work (not specifically shown on the plans or included in the specifications), proposed by the Contractor, in or affecting waters of the United States, including wetlands, in the State of Michigan (as defined in 40 CFR 233, published in the Federal Register, Vol. 49 No. 192, Tuesday October 2, 1984) shall not be performed without a State of Michigan regulatory permit. Information on making an application for such permit may be obtained by contacting the office listed hereinafter. When applying for a permit or for information, a copy of any correspondence shall be furnished to the Contracting Officer. If a permit is not obtained, the additional work shall not be performed. Any delay in obtaining or processing the permit will not constitute a basis for a claim under this contract.

STATE OF MICHIGAN

Department of Environmental Quality
Land & Water Management Division
Constitution Hall
P.O. Box 30473
Lansing, MI 48909-7973
Telephone: 517-373-1170

1.4 PROJECT/SITE CONDITIONS

1.4.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and disposal sites as found in condition surveys made as stated on the contract drawings. A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for damages that may be suffered due to its operations. The Contractor shall note CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

1.4.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

1.4.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to its work activity at the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in

the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

1.4.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

1.4.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

1.4.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a utility locating plan for locating existing utilities and a copy of its utility location findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." If the Contractor damages any existing

utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

1.4.4 Vehicular Access

Throughout the period of work on this contract, the Contractor shall maintain an all-weather roadway through or around its work area when work therein would otherwise block an existing roadway. Such permanent or temporary roadways shall be kept open for use by emergency vehicles, as well as residential and commercial traffic at all times.

1.4.5 Contractor-Furnished Utility Services

The Contractor shall furnish, all water, electric current and other utilities required for its use.

1.4.6 Identification of Employees

The Contractor shall be responsible for requiring each employee engaged on the work to wear a hardhat with labeling as required to identify that the person is an employee of the Contractor or to display other identification as may be approved.

1.4.7 Security Requirements and Clearance of Personnel

1.4.7.1 Security Regulations

The Contractor shall acquaint itself with the prevailing security rules and regulations and comply therewith in conducting its operations.

1.4.7.2 Security Checks

All personnel employed by the Contractor in the performance of the services specified in this contract or any representative of the Contractor entering the work area shall conform to all security regulations and rules which may be in effect during the contract period and will be subject to such checks as may be deemed necessary to ensure that no violations occur. The Contractor shall furnish a list of all employees who will be on the site and their work hours. The Contractor shall keep this list current. Employees not on the list may be denied access to the facility.

1.4.7.3 Loitering

Contractor personnel shall not loiter in or around the place of duty during off-duty hours. Upon completion of assigned duty, employees shall depart the grounds.

1.4.8 Contract Supervision and Representation

The Contractor's local representative shall be available to Government representatives during duty hours, 8 a.m. to 4:30 p.m., on normal working days and shall be available by telephone at other times. The name of the Contractor's representative and the contact telephone number shall be

furnished to the Government.

1.4.9 Coordination with Others

Reference is made to CLAUSE titled, "OTHER CONTRACTS". The Contractor is informed that the Government may have other Contractors engaged in placing dredged material into approximately the same Government-furnished disposal area provided for use under this contract. Sharing use of the Government's mooring facilities with others may also be necessary. The Contractor shall coordinate its operations with the work of others and share use of the facilities at no additional cost to the Government. The coordination shall be such that the required work under each affected contract is not prevented from being completed within its allowed completion time as a result of failure to cooperate and coordinate operations. Coordination with others shall be through the Contracting Officer's Representative at the site.

1.4.10 Traffic Control Plan

The Contractor shall control traffic in accordance with its approved plan.

1.4.11 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (oan), Ninth Coast Guard District, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

1.4.12 Navigation Buoys

1.4.12.1 Relocation of Existing Buoys

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. Once relocated, a record shall be maintained of the buoy relocation position(s). The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

1.4.12.2 Temporary Dredging and Construction Buoys

In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

1.4.12.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

1.4.13 Layout of Work and Surveys

1.4.13.1 Layout of Work

The following requirements are in addition to the requirements of CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on sheets enclosed in SECTION 01999. The elevations of bench marks are referred to mean water level.

1.4.13.2 Surveyor Requirements

From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey information shall be recorded in accordance with standard and approved methods and in the survey note format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

1.4.13.3 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

1.4.13.4 Verification

The Government may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of contract specifications and drawings. Such checking by the Contracting Officer or his or her representative shall not relieve the Contractor of its responsibility to perform all work in accordance with the contract drawings and specifications and the lines and grades given therein.

1.5 SEQUENCING AND SCHEDULING

1.5.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 1 December and 15 April inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

1.5.2 Dredging Period Restriction

The Contractor's attention is directed to the allowed and prohibited dredging periods as established by the State of Michigan for this project as specified in SECTION 01130, "ENVIRONMENTAL PROTECTION" Paragraph, "PROTECTION OF FISH AND WILDLIFE RESOURCES", Subparagraph, "Protection of Fish, Wildlife and Flora". The number of calendar days within which the Contractor is required to complete the work under this contract, as established in Clause titled "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK", is exclusive of the above referenced periods during which dredging is prohibited and the days in these periods will not be counted when computing the required completion date.

1.5.3 Sunday, Holiday And Night, Extended Hours of Operations

When the Contractor elects to work more than 8 hours per day, Monday through Friday, and Saturdays, Sundays, holidays or nights, when not prohibited herein, notice of its intention to do so shall be given to the Contracting Officer not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its expense.

1.5.4 Disposal Site Restrictions

Disposal operations are permitted at the Saginaw Bay CDF from 15 August through 15 April only, as stated in SECTION 01130 "ENVIRONMENTAL PROTECTION", Paragraph "Allowed and Prohibited Period for Disposal". The Contractor is prohibited from entering upon and or disturbing the following areas until 15 August 2005.

See Clause titled PROTECTION OF ENVIRONMENTAL RESOURCES, SECTION 01130, "ENVIRONMENTAL PROTECTION".

1.5.5 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. (See Clause titled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, FAR 52.212-0003.)]

1.6 REPORT REQUIREMENTS

1.6.1 Accident Prevention Plan

Contractor shall provide an accident prevention plan including an activity hazard analysis to the Contracting Officer within 15 calendar days after receipt of award. Plan shall be in accordance with Contract Clause entitled "ACCIDENT PREVENTION (NOV 1991) - ALTERNATE 1.

1.6.2 Payrolls and Basic Records

Contractor shall submit payrolls and basic records in accordance with the

CLAUSE entitled "PAYROLLS AND BASIC RECORDS (FEB 1988)".

1.6.3 Progress Chart

Contractor shall submit progress chart in accordance with the Contract clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984)".

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION [01101]

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SECTION [01101]

REAL ESTATE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Additional Property Agreements; G-RED.

Copies of any agreements for Contractor-acquired real estate rights for this project shall be furnished before entering thereon.

Certified Survey Results; G-RED

Furnish a copy of certified results of surveys which verify areas and limits of Contractor-acquired real estate rights.

1.2 REGULATORY REQUIREMENTS

1.2.1 Real Estate Rights

Rights for the use of the Government-furnished transfer and disposal areas have been obtained and the general limits of the areas are shown on the drawings. Copies of instruments conveying rights for use of the disposal and transfer areas shown on the drawings and specified herein are available for inspection in the Engineering & Construction, Design Branch, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan. Conformance to all applicable requirements of the instruments conveying rights is required. Two (2) copies of each instrument will be furnished to the Contractor. All real estate lakeward of the Ordinary High Water Mark (Elevation 577.5 feet, 1985 IGLD) is under Federal jurisdiction and no permit or agreements are necessary for work therein except as specified in SECTION 01100, "SPECIAL PROJECT PROCEDURES", Paragraph, "Additional Work Proposed and Not Authorized". No other real estate rights have been obtained by the Government for this project.

1.2.2 Additional Real Estate Rights

Any additional property agreements and/or real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

1.3.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall be available for reference during and upon completion of use of the area. Where approved existing property markers are found, a witness stake, as specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

1.3.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

1.3.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (3 Nov. 2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

MDOT 2003 (2003) Standard Specifications for Construction

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources (archaeological and historic resources); and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01130 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G-AOF.

Submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of Notice to Proceed. See Article titled ENVIRONMENTAL PROTECTION PLAN for details.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, regulations, permits and licenses concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations. Note any unique requirements for this contract in the environmental pollution control plan. Also see Clauses titled "CLEAN AIR AND WATER" and "PERMITS AND RESPONSIBILITIES." The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract. The Contractor shall confine its activities to areas defined by contract drawings and specifications.

1.4.2 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact including possible delays for the preparation of any additional environmental documents pertaining to the project. The Contractor shall obtain any necessary permits or licenses that have not been obtained by the Government..

1.5 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is

predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. The Contractor shall refer to the applicable existing environmental documentation to ensure that the natural, historic, and cultural resources specific or unique to this project are protected. Any necessary coordination with and/or notices to all interested agencies and the public have been made by the Government for environmental documentation prepared by the Government. Copies of the documents are available for review at the offices of the Detroit District, Planning Division, Environmental Analysis Branch, 7th Floor, 477 Michigan Avenue, Detroit, MI 48226. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 Federal, State and Local Laws and Regulations

The Contractor shall be knowledgeable of all Federal, State and local environmental laws and regulations which apply to the construction operations under the Contract and shall list any unique requirements applicable to this contract as part of the Environmental Protection Plan.

1.5.2 Spill Control Plan

The Contractor shall include as part of the Environmental Protection Plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous

substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished, including, but not limited to, monitoring of land, air, and water resources, including noise, odors and vibrations.

1.6 Environmental Impact Statement and Assessments

Appropriate environmental documentation has been prepared to address the impact of the work that is required under the scope of the contract. Coordination with and/or notices to all interested agencies and the public have been made as necessary. Copies are available for review through the Planning Division, Environmental Analysis Branch of the U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan.

1.7 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

1.8 SUBCONTRACTORS

Assurance of compliance with this Section by subcontractors shall be the responsibility of the Contractor.

1.9 QUALITY ASSURANCE

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an Order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or cost or damages allowed to the Contractor for any such suspension.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Where stormwater/erosion control requirements of the drawings and specifications conflict with those of the NPDES Permit for Stormwater Discharges from Construction Sites (if such permit is required), the NPDES permit requirement will prevail. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed features obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

3.1.1.1 Erosion and Sedimentation Control Devices

The Contractor shall construct or install all temporary erosion and sedimentation control features as may be required. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, plastic sheeting or geotextile over staked straw bales, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present to prevent the spread of non-indigenous and/or pest species. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.2.1 Control of Non-Indigenous Aquatic Nuisance Species

The Contractor shall conduct diligent watercraft operating practices to prevent the spread of Non-Indigent Aquatic Nuisance Species (ANS). Such

practices shall include, but not be limited to, cleaning equipment on-site to prevent the spread of seeds, eggs, larvae, or other dispersal vectors (e.g. do not transport soil and plant matter from one location to another); and discharging or exchanging ballast water or other water from a vessel of any type only at a location where the chances for survival of ANS are minimal, such as at cold, deep regions of Lake Superior which are far from shore. It is particularly important that equipment operating in parts of Erie Pier that are infested with purple loosestrife be thoroughly cleaned before removal from the CDF.

3.1.3 Soil Disposal Areas on Government Property

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property.

Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

3.1.4 Disposal of Waste Materials

Disposal of any materials, waste, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams, rivers, or lakes and in areas not authorized for waste disposal shall not be permitted.

Uncontaminated soil materials may be placed in locations other than landfills, subject to Government approval. If any waste material is dumped or placed in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, ground which has become contaminated through the fault or negligence of the Contractor shall be excavated, disposed of as directed by the Contracting Officer, and replaced with suitable fill material compacted and finished with topsoil and planted as required to re-establish vegetation, all at the expense of the Contractor. Disposal of waste, trash and other materials off the project site shall be in accordance with all applicable Federal, State, and local laws, rules and regulations. Removed vegetation, including trees, shall be put to beneficial reuse and not placed into landfills.

3.1.4.1 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed of on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination.

3.1.4.2 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws, rules and regulations.

3.1.4.3 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

3.1.5 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system. A copy of the manifest shall be provided to the Contracting Officer for any hazardous waste disposed of under this contract.

3.1.6 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.1.7 Hydrocarbons, Carbon Monoxide, and Oxides of Nitrogen and Sulfur

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State limits at all times.

3.1.8 Odors

Odors from all construction activities, processing and preparation of shall be controlled at all times.

3.1.9 Ground Vibrations

Ground vibrations from construction activities shall be controlled at all times.

3.1.14 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. Construction equipment shall be fitted with noise control devices.

3.2 Protection of Ring - Billed Gulls

The Contractor is informed that the area within the CDF that is bounded by Perimeter Dike C.S. 50+00 to C.S. 59+82 and Cross Dike C.S. 28+00 to C.S. 36+94 is a nesting site for Ring - Billed Gulls and disturbance of this

area is prohibited. A 600 foot offset from nesting birds shall be maintained. See Clause titled SEQUENCING AND SCHEDULING, SECTION 01100, "SPECIAL PROJECT PROCEDURES".

3.3 Allowed and Prohibited Period for Disposal

Disposal at the Government-furnished Confined Disposal Facility (CDF) for this contract, is allowed between 15 August 2005 and 15 April 2006; however these dates are not applicable to contractor-furnished disposal areas. Disposal prior to 15 August 2005, is prohibited at the site.

3.4 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.4.1 Discovered Historic, Archaeological, and Cultural Resources

If, during construction activities, items are observed that may have historic or archaeological value (e.g., human remains or associated objects, or artifacts are discovered), such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer so that the District Archaeologist may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to, or the destruction of, these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

3.5 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.6 PROTECTION OF FISH AND WILDLIFE RESOURCES

3.6.1 Protection of Fish, Wildlife and Flora

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning construction operations. See Subparagraph titled "Environmental Protection Plan."

3.7 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

3.7.1 Particulates

Airborne particulates, including dust particles, aerosols, and gaseous by-products from construction activities and processing and preparation of materials, shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.8 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.10 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items required to be discussed shall include recognition and protection of archaeological sites, artifacts, and historic structures.

3.11 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes, or other vestiges of construction within the work, storage and access areas or as directed by the Contracting

Officer. Except for surfaced areas, the areas shall be restored to near natural conditions which will permit the growth of vegetation thereon. In areas where restoration to near natural conditions is not required, surfaces shall be evenly and smoothly dressed, sloped to drain, and the edges of the restored area graded to be flush with the surrounding existing grade even if original contours are not restored. All damaged non-surfaced areas shall be restored by topsoiling, fertilizing, seeding and mulching, unless otherwise specified or directed. The topsoiling, fertilizing, seeding, and mulching shall be in accordance with the applicable provisions of MDOT 2003, Section 816 "Turf Establishment." Dune grass planting shall be in accordance with MDOT 2003, Section 818, Dune Grass Planting.

3.12 RESTORATION OF LANDSCAPE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the Contractor's submitted plan, as approved by the Contracting Officer. The work shall be accomplished at the Contractor's expense.

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SECTION 01270A

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02/94

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SECTION 01270A

MEASUREMENT AND PAYMENT
02/94

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

- a. "Mobilization and Demobilization" [Item No's. 0001, and 0004]

(1) Description: Payment will be made for costs associated with mobilization and demobilization, as defined in Clause entitled "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION".

(2) Unit of measure: lump sum.

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.2.2 Unit Price Items

- a. "Dredging- Area I" [Item No's. 0002, and 0005]

(1) Description: This item shall include all work as specified in SECTION 02482 DREDGING except for work related to mobilization, and demobilization. The contract unit price per cubic yards for dredging shall include the cost for removal, conveyance and disposal of all materials as shown on the drawings and as

specified herein, except original materials, ledge rock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provisions of the contract.

(2) Unit of measure: Payment for all acceptably completed work required under this Section of the specification will be made at the applicable contract unit price per cubic yard for the payment item "GOVERNMENT FURNISHED DISPOSAL AREA", "Dredging - Area I" - Bid Item 0002 "First 71,000 Cubic Yards" and "Over 71,000 Cubic Yards".

(3) Unit of measure: Payment for all acceptably completed work required under this Section of the specification will be made at the applicable contract unit price per cubic yard for the payment item "COMBINATION CONTRACTOR & GOVERNMENT FURNISHED DISPOSAL AREA", Bid Item 0005 "Dredging - Area I" - "First 71,000 Cubic Yards" and "Over 71,000 Cubic Yards".

b. "(OPTIONAL)Dredging - Area II" [Item No's. 0003, and 0006]

(1) Description: This item shall include all work as specified in SECTION 02482 DREDGING except for work related to mobilization, and demobilization. The contract unit price per cubic yards for dredging shall include the cost for removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledge rock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provisions of the contract.

(2) Unit of measure: Payment for all acceptably completed work required under this Section of the specification will be made at the applicable contract unit price per cubic yard for the payment item "GOVERNMENT FURNISHED DISPOSAL AREA", "Dredging - Area II" - Bid Item 0003 "First 35,000 Cubic Yards" and "Over 35,000 Cubic Yards".

(3) Unit of measure: Payment for all acceptably completed work required under this Section of the specification will be made at the applicable contract unit price per cubic yard for the payment item "COMBINATION CONTRACTOR & GOVERNMENT FURNISHED DISPOSAL AREA", Bid Item 0006 "Dredging - Area II" - "First 35,000 Cubic Yards" and "Over 35,000 Cubic Yards".

FY05 M/D Saginaw River/Bay, Saginaw, MI

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01312A

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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become

available.

1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

RMS Server

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor

1000+ MB RAM

1 GB free disk space

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

TCP/IP Network/Internet Connection

Software

Windows 2000 or higher

Oracle 8i Server

Virus protection software that is regularly upgraded with all issued manufacturer's updates

Personnel

Oracle Database Administrator (DBA)

RMS Workstation

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation

500 MB free disk space

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

TCP/IP Network/Internet Connection

Software

MS Windows 2000 or higher

Oracle 8i Client

Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

QCS and QAS System**Hardware**

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation / 512+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

Connection to the Internet, minimum 56k BPS

Software

MS Windows 2000 or higher

QAS-Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION**1.4.1 QCS User Guide**

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the

Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be

submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily QQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using

QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Government-Furnished Information

Submittal register database and submittal management program will be delivered to the contractor, by contracting officer on 3 1/2 inch disk. Register[database] will have the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-04 Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Column (f): Indicate approving authority for each submittal. A "G" indicates approval by contracting officer; a blank indicates approval by QC manager.

[The database and submittal management program will be extractable from the disk furnished to contractor, for operation on contractor's IBM compatible personal computer with 640kb RAM, a hard drive, and 3 1/2 inch high density floppy disk drive.]

1.2 DEFINITIONS

1.2.1 Submittal

Shop drawings, product data, samples, operation and maintenance data, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

1.2.2 Types of Submittals

All submittals are classified as indicated in paragraph "Submittal Descriptions (SD)". Submittals also are grouped as follows:

- a. Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.

- b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.
- c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.
- d. Operation and Maintenance (O&M) Data:
Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item. The data is required when the item is delivered to the project site.
- e. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract documents.

1.3 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal register.
Schedule of values.
Health and safety plan.
Work plan.
Quality control plan.
Environmental protection plan.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after

installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

1.3.1 Approving Authority

Person authorized to approve submittal.

1.3.2 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.4 SUBMITTALS

Submit the following in accordance with the requirements of this section.

SD-01 Preconstruction Submittals

Submittal register; G

1.5 USE OF SUBMITTAL REGISTER [DATABASE]

Prepare and maintain submittal register, as the work progresses.[Use electronic submittal register program furnished by the Government or any other format.] Do not change data which is output in columns (c), (d), (e), and (f) as delivered by government; retain data which is output in columns (a), (g), (h), and (i) as approved.

1.5.1 Submittal Register

Submit submittal register[as an electronic database, using submittals management program furnished to contractor]. Submit with quality control plan and project schedule required by Section 01450N, "Quality Control" and [Section 01321N, "Network Analysis Schedules."] [Section 01320N, "Construction Progress Documentation."] Do not change data in columns (c), (d), (e), and (f) as delivered by the government. Verify that all submittals required for project are listed and add missing submittals. Complete the following on the register[database]:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date contractor needs approval of submittal.

Column (i) Contractor Material: Date that contractor needs material delivered to contractor control.

1.5.2 Contractor Use of Submittal Register

Update the following fields[in the government-furnished submittal register program or equivalent fields in program utilized by contractor].

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.5.3 Approving Authority Use of Submittal Register

Update the following fields[in the government-furnished submittal register program or equivalent fields in program utilized by contractor].

Column (b).

Column (l) List date of submittal receipt.

Column (m) through (p).

Column (q) List date returned to contractor.

1.5.4 Contractor Action Code and Action Code

Entries used will be as follows (others may be prescribed by Transmittal Form):

NR - Not Received

AN - Approved as noted

A - Approved

RR - Disapproved, Revise, and Resubmit

1.5.5 Copies Delivered to the Government

Deliver one copy of submitted register updated by contractor to government with each invoice request. [Deliver in electronic format, unless a paper copy is requested by contracting officer.]

1.6 PROCEDURES FOR SUBMITTALS

1.6.1 Reviewing, Certifying, Approving Authority

QC organization shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements. Approving authority on submittals is QC manager unless otherwise specified for specific submittal. At each "Submittal" paragraph in individual specification sections, a notation "G," following a submittal item, indicates contracting officer is approving authority for that submittal item.

1.6.2 Constraints

- a. Submittals listed or specified in this contract shall conform to provisions of this section, unless explicitly stated otherwise.
- b. Submittals shall be complete for each definable feature of work; components of definable feature interrelated as a system shall be submitted at same time.
- c. When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, submittal will be returned without review.
- d. Approval of a separate material, product, or component does not imply approval of assembly in which item functions.

1.6.3 Scheduling

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.
- b. Except as specified otherwise, allow review period, beginning with receipt by approving authority, that includes at least 10 working days for submittals for QC Manager approval and 10 working days for submittals for contracting officer approval. Period of review for submittals with contracting officer approval begins when Government receives submittal from QC organization. Period of review for each resubmittal is the same as for initial submittal.
- c. For submittals requiring review by fire protection engineer, allow review period, beginning when government receives submittal from QC organization, of 10 working days for return of submittal to the contractor. Period of review for each resubmittal is the same as for initial submittal.

1.6.4 Variations

Variations from contract requirements require Government approval pursuant to contract Clause entitled "FAR 52.236-21, Specifications and Drawings for Construction" and will be considered where advantageous to government.

1.6.4.1 Considering Variations

Discussion with contracting officer prior to submission, will help ensure functional and quality requirements are met and minimize rejections and

resubmittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

1.6.4.2 Proposing Variations

When proposing variation, deliver written request to the contracting officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to government. If lower cost is a benefit, also include an estimate of the cost saving. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

1.6.4.3 Warranting That Variations Are Compatible

When delivering a variation for approval, contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.6.4.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the Government of submittals with variations.

1.6.5 Contractor's Responsibilities

- a. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.
- b. Transmit submittals to QC organization in accordance with schedule on approved Submittal Register, and to prevent delays in the work, delays to government, or delays to separate contractors.
- c. Advise contracting officer of variation, as required by paragraph entitled "Variations."
- d. Correct and resubmit submittal as directed by approving authority. When resubmitting disapproved transmittals or transmittals noted for resubmittal, the contractor shall provide copy of that previously submitted transmittal including all reviewer comments for use by approving authority. Direct specific attention in writing or on resubmitted submittal, to revisions not requested by approving authority on previous submissions.
- e. Furnish additional copies of submittal when requested by contracting officer, to a limit of 20 copies per submittal.
- f. Complete work which must be accomplished as basis of a submittal in time to allow submittal to occur as scheduled.
- g. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted", except to the extent that a portion of work must be accomplished as basis of submittal.

1.6.6 QC Organization Responsibilities

- a. Note date on which submittal was received from contractor on each submittal.
- b. Review each submittal; and check and coordinate each submittal with requirements of work and contract documents.
- c. Review submittals for conformance with project design concepts and compliance with contract documents.
- d. Act on submittals, determining appropriate action based on QC organization's review of submittal.

(1) When QC manager is approving authority, take appropriate action on submittal from the possible actions defined in paragraph entitled, "Actions Possible."

(2) When contracting officer is approving authority or when variation has been proposed, forward submittal to Government with certifying statement or return submittal marked "not reviewed" or "revise and resubmit" as appropriate. The QC organization's review of submittal determines appropriate action.

- e. Ensure that material is clearly legible.
- f. Stamp each sheet of each submittal with QC certifying statement or approving statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

(1) When approving authority is contracting officer, QC organization will certify submittals forwarded to contracting officer with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with contract Number [____], is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Certified by QC Manager _____, Date _____"
(Signature)

(2) When approving authority is QC Manager, QC Manager will use the following approval statement when returning submittals to contractor as "Approved" or "Approved as Noted."

"I hereby certify that the (material) (equipment) (article) shown and marked in this submittal and proposed to be incorporated with contract Number [____], is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is _____ approved for use.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Approved by QC Manager _____, Date _____"
(Signature)

- g. Sign certifying statement or approval statement. The person signing certifying statements shall be QC organization member designated in the approved QC plan. The signatures shall be in original ink. Stamped signatures are not acceptable.
- h. Update submittal register [database]as submittal actions occur and maintain the submittal register at project site until final acceptance of all work by contracting officer.
- i. Retain a copy of approved submittals at project site, including contractor's copy of approved samples.

1.6.7 Government's Responsibilities

When approving authority is Contracting Officer, the Government will:

- a. Note date on which submittal was received from QC manager, on each submittal for which the contracting officer is approving authority.
- b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph entitled "Actions Possible" and with markings appropriate for action indicated.

1.6.8 Actions Possible

Submittals will be returned with one of the following notations:

- a. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required , does not have evidence of being reviewed and approved by contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by contractor or for being incomplete, with appropriate action, coordination, or change.
- b. Submittals marked "approved" "approved as submitted" authorize contractor to proceed with work covered.
- c. Submittals marked "approved as noted" or "approval except as noted; resubmission not required" authorize contractor to proceed with work as noted provided contractor takes no exception to the notations.
- d. Submittals marked "revise and resubmit" or "disapproved" indicate submittal is incomplete or does not comply with design concept or requirements of the contract documents and shall be resubmitted with appropriate changes. No work shall proceed for this item until resubmittal is approved.

1.7 FORMAT OF SUBMITTALS

1.7.1 Transmittal Form

Transmit each submittal, except sample installations and sample panels, to office of approving authority. Transmit submittals with transmittal form prescribed by Contracting Officer and standard for project. The transmittal form shall identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

1.7.2 Identifying Submittals

Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location.
- b. Construction contract number.
- c. Section number of the specification section by which submittal is required.
- d. Submittal description (SD) number of each component of submittal.
- e. When a resubmission, add alphabetic suffix on submittal description, for example, SD-10A, to indicate resubmission.
- f. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other second tier contractor associated with submittal.
- g. Product identification and location in project.

1.7.3 Format for Shop Drawings

- a. Shop drawings shall not be less than 8 1/2 by 11 inches nor more than 30 by 42 inches.
- b. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
- c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
- d. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Shop drawing dimensions shall be the same unit of measure as indicated on the contract drawings. Identify materials and products for work shown.

1.7.4 Format of Product Data

- a. Present product data submittals for each section as a complete,

bound volume. Include table of contents, listing page and catalog item numbers for product data.

- b. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
- c. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project.

1.7.5 Format of Samples

- a. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:
 - (1) Sample of Equipment or Device: Full size.
 - (2) Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
 - (3) Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
 - (4) Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
 - (5) Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.
 - (6) Color Selection Samples: 2 by 4 inches.
 - (7) Sample Panel: 4 by 4 feet.
 - (8) Sample Installation: 100 square feet.
- b. Samples Showing Range of Variation: Where variations are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range.
- c. Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples shall be in undamaged condition at time of use.
- d. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean up of project.
- e. When color, texture or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

1.7.6 Format of Operation and Maintenance (O&M) Data

- a. O&M Data format shall comply with the requirements specified in

Section 01781, Operation and Maintenance Data"

1.7.7 Format of Administrative Submittals

- a. When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply contractor's approval stamp to document, but to a separate sheet accompanying document.

1.8 QUANTITY OF SUBMITTALS

1.8.1 Number of Copies of Shop Drawings

- a. Submit [six] [_____] copies of submittals of shop drawings requiring review and approval only by QC organization and [seven] [_____] copies of shop drawings requiring review and approval by Contracting Officer. 1.8.2 Number of Copies of Product Data

Submit product data in compliance with quantity requirements specified for shop drawings.

1.8.3 Number of Samples

- a. Submit [two] [_____] samples, or [two] [_____] sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to contractor.
- b. Submit one sample panel. Include components listed in technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of non-solid materials.

1.8.4 Number of Copies of Operation and Maintenance Data

Submit [Five][three][_____] copies of O&M Data to the Contracting Officer for review and approval

1.8.5 Number of Copies of Administrative Submittals

- a. Unless otherwise specified, submit administrative submittals compliance with quantity requirements specified for shop drawings.

1.9 FORWARDING SUBMITTALS

1.9.1 Submittals Required from the Contractor

As soon as practicable after award of contract, and before procurement of fabrication, forward to the [Commander, LANTNAVFACENGCOM, Code CI4A1, 1510 Gilbert Street, Norfolk, Virginia, 23511-2699] [Architect-Engineer: [_____]], submittals required in the technical sections of this specification, including shop drawings, product data and samples. One copy of the transmittal form for all submittals shall be forwarded to the Resident Officer in Charge of Construction.

[The Architect-Engineer for this project] [LANTNAVFACENGCOM] will review and provide surveillance for the Contracting Officer to verify Contractor-approved submittals comply with the contract requirements.

[The Architect-Engineer for this project] [LANTNAVFACENGCOM] will review and approve for the Contracting Officer those submittals reserved for Contracting Officer approval to verify submittals comply with the contract requirements.

1.9.1.1 O&M Data

[The Architect-Engineer for this project] [LANTNAVFACENGCOM] will review and approve for the Contracting Officer O&M Data to verify the submittals comply with the contract requirements.; submit data specified for a given item within 30 calendar days after the item is delivered to the contract site.

- a. In the event the Contractor fails to deliver O&M Data within the time limits specified, the Contracting Officer may withhold from progress payments 50 percent of the price of the item with which such O&M Data are applicable.

[1.9.1.2 Submittals Reserved for LANTNAVFACENGCOM Approval

As an exception to the standard submittal procedure specified above, submit the following to the Commander, LANTNAVFACENGCOM, Code CI4A1, 1510 Gilbert Street, Norfolk, Virginia 23511-2699:

- [a. Section [____], "[____]": Pile driving records]
- [b. Section [____], "[____]": All fire protection system submittals]
- [c. Section [____], "[____]": All fire alarm system submittals]
- [d. Section 15901, "Space Temperature Control Systems": SD-06 field test report submittals]
- [e. Section 15910N, "Direct Digital Control Systems": SD-06 field test report submittals]
- [f. Section 15950N, "HVAC Testing/Adjusting/Balancing": All submittals]
- [g. Section 15951N, "Testing Industrial Ventilation Systems": All submittals]
- [h. Section 16272N, "Three-Phase Pad Mounted Transformers": All submittals]
- [i. Section 16273N, "Single-Phase Pad Mounted Transformers": All submittals]
- [j. Section 16301N, "Overhead Transmission and Distribution": Transformer submittals]
- [k. Section 16360N, "Secondary Unit Substations": Transformer submittals]
- [l. Section 16361N, "Primary Unit Substations": Transformer

submittals]

]1.9.1.3 Overseas Shop Drawing Submittals

All submittals shall be sent via overnight express mail service. All costs associated with the overnight express mail service shall be borne by the construction contractor. Costs associated with the overnight express mail of submittals related to proposed submittal variances of resubmittals necessary as a result of noncompliant or incomplete contractor submittals shall be the responsibility of the contractor.

]1.10 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.10.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.10.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.11 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.12 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.13 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.14 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.15 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.16 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.17 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this contract. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.18 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.18.1 Procedures

[_____] The Government will further discuss detailed submittal procedures with the Contractor at the Preconstruction Conference.

1.18.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.19 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.20 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and Three (3) copies of the submittal will be returned to the Contractor.

1.21 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

| | |
|---|----------|
| CONTRACTOR | |
| (Firm Name) | |
| _____ | Approved |
| _____ Approved with corrections as noted on submittal data and/or attached sheets(s). | |
| SIGNATURE: _____ | |
| TITLE: _____ | |
| DATE: _____ | |

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

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SECTION 01420

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0.1 REFERENCES

1.2 ORDERING INFORMATION

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SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

0.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
Internet: <http://www.ansi.org/>

Note --- Documents beginning with the letter "S" can be ordered from:

Acoustical Society of America
2 Huntington Quadrangle, Suite 1N01
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
Internet: <http://asa.aip.org>
General e-mail: asa@aip.org

ASME INTERNATIONAL (ASME)
Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
Internet: <http://www.asme.org>

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station

ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
Internet: <http://www.wes.army.mil/SL/MTC/handbook/handbook.htm>

Order Other Documents from:
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: <http://www.usace.army.mil/publications>
or <http://www.hnd.usace.army.mil/techinfo/index.htm>

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SECTION 01451A

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 10 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by

subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer shall be used.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves

the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 10 calendar days prior to the Coordination Meeting.

During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 3 years in related work. This CQC System Manager shall be on

the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at one or more of the Area Offices within the District..

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.

- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting

Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and

materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 SAMPLE FORMS

Sample forms enclosed in SECTION 01999.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1 (1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.5 (2000) Mobile and Locomotive Cranes

ASME B30.8 (2000) Floating Cranes and Floating Derricks

ASME B30.22 (2000) Articulating Boom Cranes

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

29 CFR 1910.94 Ventilation

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926.65 Hazardous Waste Operations and Emergency Response

29 CFR 1926.500 Fall Protection

U. S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements Manual

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section

01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Site Safety & Health Officer Qualification (SSHO); G-AOF

Accident Prevention Plan (APP); G-AOF

Activity Hazard Analysis (AHA); G-AOF

SD-06 Test Reports

Reports; G-AOF

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports; G-AOF

Monthly Exposure Reports; G-AOF

Regulatory Citations and Violations; G-AOF]

SD-07 Certificates

Confined Space Entry Permit; G-AOF

Submit one copy of each permit attached to each Daily Quality Control Report.

1.3 DEFINITIONS

a. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

c. Multi-Employer Work Site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.

d. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work;

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

e. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

f. Site Safety and Health Officer (SSHO). The qualified or competent person who is responsible for the on-site safety and health cannot be the superintendent, even through the superintendent has safety inspection responsibilities as part of their duties. The SSHO can be part of the CQC organization, or be an independent individual/element appointed by official of the contractor.

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and all federal, state, and local, laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. SSHO shall be employed by the prime. SSHO qualifications in resume form with education certifications shall be submitted per paragraph 1.2.. The SSHO can be as follows:

Either the CQC person or the superintendent shall be equally qualified as the SSHO and shall be capable of performing the full duties of the SSHO during any very brief period of work when the SSHO is absent. To insure that safety and health conditions are maintained/enforced at all times, and a SSHO is present at all times, the Contractor shall designate an alternate to perform the safety and health requirements stated herein to cover any extended period when the SSHO can not be present, such as during absences for vacations/extended sickness, or when there are multiple shifts that

required additional coverage. The alternate shall have the same qualifications/training as the SSHO.

The SSHO, and alternate shall meet the following experience qualifications/requirements:

Level 1:

Worked on similar projects.

10-hour OSHA construction safety class or equivalent within last 3 years.

Competent person training as needed.

1.6.1.2 Competent Person for the Health Hazard Control and Respiratory Protection Program

Provide a competent person meeting the requirements of EM 385-1-1 who is:

a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with USACE EM 385-1-1, Section 6.

b. Capable of specifying necessary controls and protective actions to ensure worker health.

1.6.1.3 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Appendix G.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily report.

b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

- h. Other duties as identified per Specification Section 01451.

Failure to perform the above duties will result in dismissal of the SSHO, and/or CQC System Manager, and/or superintendent and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

a. The Contractor will be informed, in writing, of the date of the preconstruction conference. The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's APP before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the AHAs and special plans, program and procedures associated with it).

c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated activity hazard analyses (AHAs) that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will be informed of the meeting in advance and be allowed attendance. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below at paragraph 1.8.1. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the contract provisions.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project

superintendent, SSHO and quality control manager. Should any unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the [Contracting Officer's][resident engineer's] office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

- a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSS, CHSTs. The duties of each position shall be specified.
- b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.
- c. Health Hazard Control Program. The Contractor shall designate a competent and qualified person to establish and oversee a Health Hazard Control Program in accordance with USACE EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical and biological agents and that necessary controls and protective actions are instituted to ensure health.
- e. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of crane hoist's maximum load limit; lifts involving more than one crane or hoist; lifts of personnel; and technically difficult lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks in accordance with USACE EM 385-1-1, paragraph 16.c.18. and submit 15 calendar days prior to on-site work.
- f. Alcohol and Drug Abuse Plan
 - (1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."
 - (2) Description of the on-site prevention program

g. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, rescue and escape equipment and operations, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project.

h. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site

superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

1.10 DISPLAY OF SAFETY INFORMATION

Within 15 calendar days after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal, no separate payment for the furnishing/erecting of the bulletin board as specified and cost there of shall be considered a subsidiary obligation of the contractor:

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of the most up-to-date APP.
- d. AHA(s).
- e. OSHA 300A Form.
- f. Confined space entry permit (If Required).
- g. A sign indicating the number of hours worked since last lost workday accident.
- h. OSHA Safety and Health Protection-On-The-Job Poster.
- i. Safety and Health Warning Posters.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.13 REPORTS

1.13.1 Accident Reports

- a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 1 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.
- b. For a weight handling equipment accident the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report form and provide the report

to the Contracting Officer within 30 calendar days of the accident. The Contracting Officer will provide a blank copy of the accident report form.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident involving a overturned crane, collapsed boom, or any other major damage to the crane or adjacent property. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Regulatory Citations and Violations

Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

1.13.5 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.13.6 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. For cranes at DOD activities in foreign countries, the Contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards. The Contractor shall also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.

]PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, and other related submittals and activity fire and safety regulations.

3.1.1 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If [additional] material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 FALL HAZARD PROTECTION AND PREVENTION

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

3.2.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.2.2 Fall Protection Equipment

The Contractor shall enforce use of the fall protection equipment designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is on a surface 1.8 m(6 feet) or more above lower levels. Fall protection systems such as guardrails, personnel fall arrest system, safety nets, etc., are required when working within 1.8m (6 feet) of any leading edge. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.I. and 05.J. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems may be required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. Fall protection must comply with 29 CFR 1926.500, Subpart M and USACE EM 385-1-1.

3.2.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance shall always be taken into consideration when attaching a person to a fall arrest system.

3.2.3 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person as part of a complete fall arrest system (29 CFR 1926.500).

3.3 EQUIPMENT

3.3.1 Weight Handling Equipment

a. Cranes must be equipped with:

- (1) Load indicating devices (LIDs) and a boom angle or radius indicator,
- (2) or load moment indicating devices (LMIs).

- (3) Anti-two block prevention devices.
 - (4) Boom hoist hydraulic relief valve, disconnect, or shutoff (stops hoist when boom reaches a predetermined high angle).
 - (5) Boom length indicator (for telescoping booms).
 - (6) Device to prevent uncontrolled lowering of a telescoping hydraulic boom.
 - (7) Device to prevent uncontrolled retraction of a telescoping hydraulic boom.
- b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.
- c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.
- d. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes and ASME B30.8 for floating cranes and floating derricks.
- e. The presence of Government personnel does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.
- f. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.
- g. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.
- h. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.
- i. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
- j. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or crane cabs. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.

- k. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- l. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.
- m. Only Contractor crane operators who have met the requirements of 29 CFR 1910.94, 29 CFR 1910.120, 29 CFR 1926.65, 29 CFR 1926.500, USACE EM 385-1-1, ASME B30.5, and ASME B30.22 and other local and state requirements shall be authorized to operate the crane.
- n. The Contractor shall use cribbing when performing lifts on outriggers.
- o. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- p. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- q. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.
- r. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.
- s. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.
- t. The Contractor shall certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.3.2 Equipment and Mechanized Equipment

- a. Equipment shall be operated by designated qualified operators. Proof of qualifications shall be kept on the project site for review.
- b. Manufacture specifications or owner's manual for the equipment shall be on site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.
- c. Equipment and mechanized equipment shall be inspected in accordance with manufacturer's recommendations for safe operation by a competent person prior to being placed into use.
- d. Daily checks or tests shall be conducted and documented on equipment and mechanized equipment by designated competent persons.

3.4 ELECTRICAL

3.4.1 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.5 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1 and OSHA 29 CFR 1910.146. Any potential for a hazard in the confined space requires a permit system to be used.

- a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
- b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
- c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of USACE EM 385-1-1.
- d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.06 of USACE EM 385-1-1.
- f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.6 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with OSHA regulations, such as 29 CFR 1910.94, and USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.7 HOUSEKEEPING

3.7.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved

location, however garbage accumulation must be removed each day.

3.7.2 Dust control

In addition to the dust control measures required elsewhere in the contract documents, dry cutting of brick or masonry shall be prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to this prohibition on a case-by-case basis. Wet cutting must address control of water run off.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENT

PART 1 GENERAL

1.1 ENCLOSURES

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENT

PART 1 GENERAL

1.1 ENCLOSURES

This Section contains documents referenced in other Sections of the specifications. They are consolidated in this Section for the convenience of the Contractor and the Government. The Contractor may reproduce the enclosed forms for its use or obtain a supply of the forms from the Contracting Officer.

TITLE

CONSTRUCTION QUALITY MANAGEMENT REPORT - NCE FORM 63,
6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS-
NCE FORM 129, 6 JUNE 1986.

RESIDENT MANAGEMENT SYSTEM FORMS

- A. SUBCONTRACTOR INFORMATION; (FORM (2)(1)(3)(2))
- B. CONTRACTOR STAFF; FORM (2)(1)(4)(1)
- C. DEFINABLE FEATURES OF WORK; FORM (2)(1)(4)(3)
- D. PAY ACTIVITIES; FORM (2)(1)(4)(4)
- E. SUBMITTAL REQUIREMENTS; FORM (2)(1)(4)(5)
- F. USER SCHOOLING REQUIREMENTS; FORM (2)(1)(4)(6)(1)
- G. QC TESTING REQUIREMENTS; FORM (2)(1)(4)(6)(2)
- H. TRANSFER PROPERTY REQUIREMENTS; FORM (2)(1)(4)(6)(4)
- I. INSTALLED PROPERTY REQUIREMENTS; FORM (2)(1)(4)(6)(5)
- J. QC INFORMATION; FORM (2)(1)(4)(7)

RMS CORRESPONDENCE CODES

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA,
MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS

OF COMPLIANCE ENG FORM 4025, MAY 91 (2 SIDES)

DAILY REPORT OF OPERATIONS - HOPPER DREDGES-
ENG FORM 27A, 1 APR 73 (2 SIDES)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES -
ENG FORM 4267, JAN 70 (2 SIDES)

OVERDEPTH AND TOLERANCE DRAWINGS

NOTICE TO MARINERS FORM

BENCHMARKS AND HORIZONTAL CONTROL DATA

GENERAL DECISION NO. IL030018

GENERAL DECISION NO. MI030005

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE _____ REPORT _____
CONTRACTOR _____ CONTRACT NO. _____
PROJECT NAME _____ LOCATION _____
WEATHER TYPE _____ TEMP. MAX _____ MIN _____ RAINFALL _____ GAGE READING _____
EMPLOYEES: SUPV. _____ SKILLED _____ LABORERS _____ LENGTH OF SHIFT _____ HR _____

WORK RESPONSIBILITY: NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY .

- A. _____
B. _____
C. _____
D. _____
E. _____

WORK PERFORMED TODAY: (LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY LETTER REFERENCE
(Relate to Items on the Progress Chart or CPM)

INSPECTION: (DESCRIPTION OF INSPECTION AND LOCATION. INCLUDE OFF-SITE, MATERIALS AND EQUIPMENT INSPECTION.)

A. PREPARATORY PHASE:

B. INITIAL PHASE:

C. CONTINUOUS PHASE:

RESULTS OF INSPECTION: (INCLUDE FINDINGS, DEFICIENCIES OBSERVED & CORRECTIVE ACTION)

RESULTS OF SURVEILLANCE CONTINUED:

TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION,
(ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)

WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.

JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)

REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY
CONSTRUCTION

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING
IMPLEMENTED.
THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE
WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:

CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

PREPARATORY INSPECTION CHECKLIST

CONTRACT NO:_____ DATE:_____

TITLE:_____ SPECS. SECTION:_____

MAJOR DEFINABLE SEGMENT OF WORK:_____

A. PERSONNEL PRESENT:

| | <u>NAME</u> | <u>POSITION</u> | <u>COMPANY</u> |
|-----|-------------|-----------------|----------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |

B. TRANSMITTAL INVOLVED:

| | <u>NUMBER & ITEM</u> | <u>CODE</u> | <u>CONTRACTOR OR GOVERNMENT APPROVAL</u> |
|----|--------------------------|-------------|--|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |

PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved Yes_____ No_____

B-II. What item have not been approved?

| <u>ITEM</u> | <u>STATUS</u> |
|-------------|---------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

C. Are all materials on hand? Yes____No_____

C-I. Are all materials on hand accordance with approvals? Yes____No_____

C-II. Items not on hand or not in accordance with transmittals:

1. _____
2. _____
3. _____
4. _____

D. Test required in accordance with contract requirements:

| <u>TEST</u> | <u>PARAGRAPH</u> |
|-------------|------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

PREPARATORY INSPECTION CHECKLIST

E. ACCIDENT PREVENTION PREPLANNING – HAZARD CONTROL MEASURES:

E-1 Applicable Outlines)Attach completed copies):

1. _____
2. _____
3. _____
4. _____
5. _____

E-II Operational Equipment Checklist

ATTACHED FOR:

1. _____
2. _____
3. _____

ON FILE FOR:

1. _____
2. _____
3. _____

QUALITY CONTROL – PRIME CONTRACTOR

Page 3 of 3

INITIAL INSPECTION CHECKLIST

CONTRACT NO: _____ DATE: _____

Description and Location of Work Inspected: _____

_____ Specs. Section: _____

REFERENCE CONTRACT DRAWING:

A. PERSONNEL PRESENT :

| | NAME | POSITION | COMPANY |
|-----|-------|----------|---------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS

AND SPECIFICATION: YES _____ NO _____

IF NOT, EXPLAIN: _____

INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES _____ NO _____

IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE: YES _____ NO _____ STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

ACCIDENT PREVENTION PROGRAM
ACTIVITY HAZARD ANALYSIS

Page of

| | | |
|-----------------|-------------|-------------------------|
| 1. Contract No. | 2. Project | 3. Facility |
| 4. Date | 5. Location | 6. Estimated Start Date |

| 7. Item | 8. Phase of Work | 9. Safety Hazard | 10. Precautionary Action Taken |
|---------|------------------|------------------|--------------------------------|
| | | | |

| |
|-----------------------------------|
| 11. Contractor (Signature & Date) |
|-----------------------------------|

| | |
|---|--|
| 12. Report discussed with contractor/ superintendent on | 13. Contracting Officer (Signature & Date) |
|---|--|



US Army Corps
of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

| Activity Number | Activity Description | QUANTITY | UNIT PRICE | AMOUNT |
|--------------------|--|---------------|----------------------------|-----------------------|
| CLIN 0001 | North and South Pier Repairs | 1 | \$3,437,787.18 / LS | \$3,437,787.18 |
| 1001 | Bonds | | | \$49,136.00 |
| 1002A | Prepare & Mobilize Equipment | | | \$94,864.00 |
| 1002B | Prepare Site | | | \$72,500.00 |
| 1002C | Office Trailers & Utilities | | | \$22,500.00 |
| 1003A | Demobilize Equipment | | | \$5,000.00 |
| 1003B | Site Restoration | | | \$2,500.00 |
| 1003C | As-Built Drawings | | | \$2,500.00 |
| 1004A | Furnish SSP | | | \$750,000.00 |
| 1004B | Furnish Special Piles | | | \$50,000.00 |
| 1004C | Furnish SSP Pile Shoes | | | \$30,000.00 |
| 1004D | Fabricate Template | | | \$6,000.00 |
| 1004E | Excavate Driving Line | | | \$100,000.00 |
| 1004F | Set & Drive SSP | | | \$500,000.00 |
| 1004G | Backfill Driving Line | | | \$50,000.00 |
| 1004I | South Driving Line Obstruction Removal | | | \$117,787.18 |
| 1005A | Furnish Misc. Steel | | | \$193,000.00 |
| 1005B | Furnish Tie-Rods | | | \$20,000.00 |
| 1005C | Furnish Plate Washers | | | \$15,000.00 |
| 1005D | Furnish Fastners | | | \$12,000.00 |
| 1005E | Place Misc. Steel | | | \$280,000.00 |
| 1006A | Demo Concrete & Remove (Rubblemound) | | | \$100,000.00 |
| 1006B | Excavate Existing Crib (Rubblemound Area) | | | \$185,000.00 |
| 1006C | Disposal of Demo Materials (Rubblemound Area) | | | \$25,000.00 |
| 1007A | Furnish H-Pile Materials | | | \$22,800.00 |
| 1007B | Install H-Piles | | | \$27,200.00 |
| 1008A | Furnish Rebar | | | \$135,000.00 |
| 1008B | Place Concrete (2000 CY @ \$250.00/CY) | | | \$500,000.00 |
| 1009A | Furnish Handrails | | | \$60,000.00 |
| 1009B | Place Handrails | | | \$7,000.00 |
| 1009C | Paint Handrails | | | \$3,000.00 |
| | | | | \$3,437,787.18 |
| CLIN 0002 | Fill Stone: | 0 | \$0.00 / NA | \$0.00 |
| | No Activities Assigned to this Bid Item. | | | |
| CLIN 0002AA | First 18,000 tons | 18,000 | \$22.50 / TN | \$405,000.00 |
| 2001 | Furnish & Place Fill Stone - 1st 18,000 Tons | | | \$405,000.00 |
| | | | | \$405,000.00 |
| CLIN 0002AB | Over 10,000 tons | 2,000 | \$22.50 / TN | \$45,000.00 |
| 2101 | Furnish & Place Fill Stone - Over 18,000 Tons | | | \$45,000.00 |
| | | | | \$45,000.00 |
| CLIN 0003 | Underlayer Stone: | 0 | \$0.00 / NA | \$0.00 |
| | No Activities Assigned to this Bid Item. | | | |
| CLIN 0003AA | First 4,500 Tons | 4,500 | \$31.50 / TN | \$141,750.00 |
| 3001 | Furnish & Place Underlayer Stone - 1st 4,500 Tons | | | \$141,750.00 |
| | | | | \$141,750.00 |
| CLIN 0003AB | Over 4,500 tons | 450 | \$31.50 / TN | \$14,175.00 |
| 3101 | Furnish & Place Underlayer Stone - Over 4,500 Tons | | | \$14,175.00 |
| | | | | \$14,175.00 |
| CLIN 0004 | Scour Stone: | 0 | \$0.00 / NA | \$0.00 |
| | | | | |



US Army Corps
of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

| Activity Number | Activity Description | QUANTITY | UNIT PRICE | AMOUNT |
|--|---|--------------|---------------------|---------------------|
| CLIN 0004 | Scour Stone: (Continued) | 0 | \$0.00 / NA | \$0.00 |
| No Activities Assigned to this Bid Item. | | | | |
| CLIN 0004AA | First 3,500 tons | 3,500 | \$27.50 / TN | \$96,250.00 |
| 4001 | Furnish & Place Scour Stone - 1st 3,500 Tons | | | \$96,250.00 |
| | | | | \$96,250.00 |
| CLIN 0004AB | Over 3,500 tons | 600 | \$27.50 / TN | \$16,500.00 |
| 4101 | Furnish & Place Scour Stone - Over 3,500 Tons | | | \$16,500.00 |
| | | | | \$16,500.00 |
| CLIN 0005 | Bedding Stone: | 0 | \$0.00 / NA | \$0.00 |
| No Activities Assigned to this Bid Item. | | | | |
| CLIN 0005AA | First 3,000 tons | 3,000 | \$28.00 / TN | \$84,000.00 |
| 5001 | Furnish & Place Bedding Stone - 1st 3,000 Tons | | | \$84,000.00 |
| | | | | \$84,000.00 |
| CLIN 0005AB | Over 3,000 tons | 600 | \$28.00 / TN | \$16,800.00 |
| 5101 | Furnish & Place Bedding Stone - Over 3,000 Tons | | | \$16,800.00 |
| | | | | \$16,800.00 |
| CLIN 0006 | Armor Stone: | 0 | \$0.00 / NA | \$0.00 |
| No Activities Assigned to this Bid Item. | | | | |
| CLIN 0006AA | First 6,000 tons | 6,000 | \$34.00 / TN | \$204,000.00 |
| 6001 | Furnish & Place Armor Stone - 1st 6,000 Tons | | | \$204,000.00 |
| | | | | \$204,000.00 |
| CLIN 0006AB | Over 6,000 tons | 825 | \$34.00 / TN | \$28,050.00 |
| 6101 | Furnish & Place Armor Stone - Over 6,000 Tons | | | \$28,050.00 |
| | | | | \$28,050.00 |
| Sum of CLINs | | | | \$4,489,312.18 |
| Sum of Activities | | | | \$4,489,312.18 |
| Difference | | | | \$0.00 |

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

| | | |
|-------|--|--------------------|
| 1008A | Furnish Rebar | \$135,000.00 |
| 1008B | Place Concrete (2000 CY @ \$250.00/CY) | \$500,000.00 |
| | | <hr/> \$635,000.00 |

B. QUALITY CONTROL REQUIREMENTS -

SUBMITTALS REQUIRED -

| | | | | |
|-------|----|--|---|---------------|
| 00700 | 1 | SF 1413 for Subcontracts | | Not submitted |
| 03250 | 1 | Expansion Joint Materials | A | Approved |
| 03307 | 1 | Batching and Mixing Equipment | F | Receipt |
| 03307 | 2 | Conveying and Placement Equipment | F | Receipt |
| 03307 | 3 | Reinforcing Steel (Mat Steel, Bar Steel) | A | Approved |
| 03307 | 4 | Concrete Mixture Proportions; | A | Approved |
| 03307 | 5 | Cementitious Material | A | Approved |
| 03307 | 6 | Aggregates | A | Approved |
| 03307 | 7 | Manufacturer's Literature | A | Approved |
| 03307 | 8 | Batching & Mixing Equipment - Redi-Mix | F | Receipt |
| 03307 | 9 | Conveying & Placing Equipment - Redi-Mix | F | Receipt |
| 03307 | 10 | Concrete Mix Proportions - Redi-Mix | A | Approved |
| 03307 | 11 | Cementitious Material - Redi-Mix | A | Approved |
| 03307 | 12 | Aggregates - Redi Mix | A | Approved |
| 03307 | 13 | Manufacturer's Data; AEA - Redi-Mix | A | Approved |
| 03307 | 14 | Manufacturer's Data; WRA - Redi-Mix | A | Approved |
| 05500 | 2 | Welders | F | Receipt |
| 05552 | 4 | Mill Certs - Ladder Grab Rails | A | Approved |

QC TESTS -

| | | |
|------------|--|---------------|
| CT # 00001 | Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of one set per day or 1 set per every 150 CY placed. (ASTM C-94) Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i. | Not Performed |
| CT # 00002 | Check Batch slips for water/cement ratio not to exceed 0.40 by weight | Not Performed |
| CT # 00003 | Check Slump at both mixer and discharge ends: Pumped = 3" - 7" at discharge Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used 2 checks per shift is minimum required | Not Performed |
| CT # 00004 | 2 Air Content tests required per shift. Check approved mix design for maximum and minimum values acceptable. | Not Performed |

C. QA/QC PUNCH LIST ITEMS -

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

C. QA/QC PUNCH LIST ITEMS - Cont.

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

| LABOR CLASSIFICATIONS | BASIC RATE | FRINGE BENEFITS | PLUS % | TOTAL WAGE/HR |
|--------------------------|---------------|--------------------|-----------|------------------|
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |
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E. INSPECTION CHECKS -

1. Check rebar for proper bar sizes, per approved shop drawings.
2. Check for 3" clearance of rebar from form sides and top surface.
3. Check for proper use of concrete vibrators
4. Check for correct finish elevations.
5. Concrete finish shall meet approval of on-site Government Representative. Make sure all finishers are aware of approved finishing method and degree of brooming.
6. Ensure embedded items are not displaced during placement and finishing of the concrete.
7.

8.

9.

10.

IN COMPLIANCE
Yes/ No/ NA

| | | |
|-------|-------|-------|
| <hr/> | <hr/> | <hr/> |
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F. JOB SITE SAFETY -

1. All employees working over water are required to wear workvests (PFDs)
2. All employees are to wear hard hats.
3. Concrete Pump must be shut down prior to cleaning.
4. Review Activity Hazard Analysis for Concrete Work prior to performing this work.
5.

6.

7.

8.

IN COMPLIANCE
Yes/ No/ NA

| | | |
|-------|-------|-------|
| <hr/> | <hr/> | <hr/> |
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G. QA Evaluation Notes -

1.

2.

3.

4.

DISCUSSED
Yes/ No/ NA

| | | |
|-------|-------|-------|
| <hr/> | <hr/> | <hr/> |
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| <hr/> | <hr/> | <hr/> |
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PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc.

| | | |
|-------|--|--------------------|
| 1008A | Furnish Rebar | \$135,000.00 |
| 1008B | Place Concrete (2000 CY @ \$250.00/CY) | \$500,000.00 |
| | | <hr/> \$635,000.00 |

B. QUALITY CONTROL REQUIREMENTS -**SUBMITTALS REQUIRED -**

| | | | | |
|-------|----|--|---|---------------|
| 00700 | 1 | SF 1413 for Subcontracts | | Not submitted |
| 03250 | 1 | Expansion Joint Materials | A | Approved |
| 03307 | 1 | Batching and Mixing Equipment | F | Receipt |
| 03307 | 2 | Conveying and Placement Equipment | F | Receipt |
| 03307 | 3 | Reinforcing Steel (Mat Steel, Bar Steel) | A | Approved |
| 03307 | 4 | Concrete Mixture Proportions; | A | Approved |
| 03307 | 5 | Cementitious Material | A | Approved |
| 03307 | 6 | Aggregates | A | Approved |
| 03307 | 7 | Manufacturer's Literature | A | Approved |
| 03307 | 8 | Batching & Mixing Equipment - Redi-Mix | F | Receipt |
| 03307 | 9 | Conveying & Placing Equipment - Redi-Mix | F | Receipt |
| 03307 | 10 | Concrete Mix Proportions - Redi-Mix | A | Approved |
| 03307 | 11 | Cementitious Material - Redi-Mix | A | Approved |
| 03307 | 12 | Aggregates - Redi Mix | A | Approved |
| 03307 | 13 | Manufacturer's Data; AEA - Redi-Mix | A | Approved |
| 03307 | 14 | Manufacturer's Data; WRA - Redi-Mix | A | Approved |
| 05500 | 2 | Welders | F | Receipt |
| 05552 | 4 | Mill Certs - Ladder Grab Rails | A | Approved |

C. QA/QC PUNCH LIST ITEMS -

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

| LABOR CLASSIFICATIONS | BASIC RATE | FRINGE BENEFITS | PLUS % | TOTAL WAGE/HR |
|--------------------------|---------------|--------------------|-----------|------------------|
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PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO

COMMENTS / CONFLICTS

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

DISCUSSED

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

DISCUSSED

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

G. INSPECTION CHECKS -

IN COMPLIANCE

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

H. JOB SITE SAFETY -

IN COMPLIANCE

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

I. QUALITY ASSURANCE EVALUATION NOTES -

DISCUSSED

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|---------------------|-----------------------|-----------------------------|----------------------------|--|----------|--|---|-----------|----------|---------------------|--|-----------|----------|------------|---|-----------|----------|------------|---|-----------|
| CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION - CIVIL | | REPORT NUMBER 92 Page 1 of 2 | | | | | | | | | | | | | | | | | | | | | |
| | | DATE 22 Jun 2001 - Friday | | | | | | | | | | | | | | | | | | | | | |
| PROJECT North & South Pier Repair, Baloney Harbor, MI | | CONTRACT NUMBER DACW35-02-C-#### NA | | | | | | | | | | | | | | | | | | | | | |
| CONTRACTOR ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494 | | WEATHER Weather Caused No Delay Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind | | | | | | | | | | | | | | | | | | | | | |
| QC NARRATIVES Activities in Progress: Set and drove 24 sheets of SSP Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W 123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W. Safety Inspection / Safety Meetings: Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests | | | | | | | | | | | | | | | | | | | | | | | |
| PREP/INITIAL DATES (Preparatory and initial dates held and advance notice) A preparatory inspection was held today for the following feature: Miscellaneous Steel & Handrail An initial inspection was held today for the following feature: Miscellaneous Steel & Handrail | | | | | | | | | | | | | | | | | | | | | | | |
| ACTIVITY START/FINISH The following activity was started today: <table border="0"> <tr> <td><u>Activity No</u></td> <td><u>Description</u></td> </tr> <tr> <td>2001</td> <td>Furnish & Place Fill Stone - 1st 18,000 Tons</td> </tr> </table> No activities were finished today | | | | <u>Activity No</u> | <u>Description</u> | 2001 | Furnish & Place Fill Stone - 1st 18,000 Tons | | | | | | | | | | | | | | | | |
| <u>Activity No</u> | <u>Description</u> | | | | | | | | | | | | | | | | | | | | | | |
| 2001 | Furnish & Place Fill Stone - 1st 18,000 Tons | | | | | | | | | | | | | | | | | | | | | | |
| QC REQUIREMENTS The following 4 QC requirements were completed today: <table border="0"> <tr> <td><u>Requirement No</u></td> <td><u>Type</u></td> <td><u>Description</u></td> <td><u>Results</u></td> </tr> <tr> <td>CT-00001</td> <td>QC Testing</td> <td>Check Plumbness of piles during driving</td> <td>Completed</td> </tr> <tr> <td>CT-00002</td> <td>QC Testing</td> <td>Check horizontal placement of piling (Check for Pile-Walk)</td> <td>Completed</td> </tr> <tr> <td>CT-00003</td> <td>QC Testing</td> <td>Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.</td> <td>Completed</td> </tr> <tr> <td>CT-00004</td> <td>QC Testing</td> <td>Video Tape Interlocks of piling after driving SSP</td> <td>Completed</td> </tr> </table> | | | | <u>Requirement No</u> | <u>Type</u> | <u>Description</u> | <u>Results</u> | CT-00001 | QC Testing | Check Plumbness of piles during driving | Completed | CT-00002 | QC Testing | Check horizontal placement of piling (Check for Pile-Walk) | Completed | CT-00003 | QC Testing | Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer. | Completed | CT-00004 | QC Testing | Video Tape Interlocks of piling after driving SSP | Completed |
| <u>Requirement No</u> | <u>Type</u> | <u>Description</u> | <u>Results</u> | | | | | | | | | | | | | | | | | | | | |
| CT-00001 | QC Testing | Check Plumbness of piles during driving | Completed | | | | | | | | | | | | | | | | | | | | |
| CT-00002 | QC Testing | Check horizontal placement of piling (Check for Pile-Walk) | Completed | | | | | | | | | | | | | | | | | | | | |
| CT-00003 | QC Testing | Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer. | Completed | | | | | | | | | | | | | | | | | | | | |
| CT-00004 | QC Testing | Video Tape Interlocks of piling after driving SSP | Completed | | | | | | | | | | | | | | | | | | | | |
| QA/QC PUNCH LIST (Describe QC Punch List items issued, Report QC and QA Punch List items corrected) The following QC Punch List item was issued today: <table border="0"> <tr> <td><u>Item No</u></td> <td><u>Location</u></td> <td><u>Description</u></td> </tr> <tr> <td>QC-00001</td> <td>4+25W</td> <td>Cut-off sheets to finish grade from 4+00W to 4+50W</td> </tr> </table> No Punch List items were corrected today | | | | <u>Item No</u> | <u>Location</u> | <u>Description</u> | QC-00001 | 4+25W | Cut-off sheets to finish grade from 4+00W to 4+50W | | | | | | | | | | | | | | |
| <u>Item No</u> | <u>Location</u> | <u>Description</u> | | | | | | | | | | | | | | | | | | | | | |
| QC-00001 | 4+25W | Cut-off sheets to finish grade from 4+00W to 4+50W | | | | | | | | | | | | | | | | | | | | | |
| CONTRACTORS ON SITE (Report first and/or last day contractors were on site) No contractors had their first or last day on site today | | | | | | | | | | | | | | | | | | | | | | | |
| LABOR HOURS The following labor hours were Reported today: <table border="0"> <tr> <td><u>Employer</u></td> <td><u>Labor Classification</u></td> <td><u>Number of Employees</u></td> <td><u>Hours Worked</u></td> </tr> <tr> <td></td> <td>IRONWORKER</td> <td>3.0</td> <td>10.0</td> </tr> <tr> <td></td> <td>PILE DRIVING SETTER</td> <td>2.0</td> <td>10.0</td> </tr> </table> | | | | <u>Employer</u> | <u>Labor Classification</u> | <u>Number of Employees</u> | <u>Hours Worked</u> | | IRONWORKER | 3.0 | 10.0 | | PILE DRIVING SETTER | 2.0 | 10.0 | | | | | | | | |
| <u>Employer</u> | <u>Labor Classification</u> | <u>Number of Employees</u> | <u>Hours Worked</u> | | | | | | | | | | | | | | | | | | | | |
| | IRONWORKER | 3.0 | 10.0 | | | | | | | | | | | | | | | | | | | | |
| | PILE DRIVING SETTER | 2.0 | 10.0 | | | | | | | | | | | | | | | | | | | | |

| | | | | |
|---|-------------------|-------------------------------------|---------------------------|--------------------|
| CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION - CIVIL | | REPORT NUMBER 92 | | Page 2 of 2 |
| | | DATE 22 Jun 2001 - Friday | | |
| PROJECT North & South Pier Repair, Baloney Harbor, MI | | CONTRACT NUMBER DACW35-02-C-#### | | |
| ABC Company, Inc. PILE DRIVER OPERATOR Total hours worked to date: 30.0 | | Total | 1.0 6.0 | 10.0 30.0 |
| EQUIPMENT HOURS The following equipment hours were Reported today: | | | | |
| Equipment ID | Description | | Standby Hours | Operating Hours |
| 00000002 | Vibratory Hammer | | 0.0 | 10.0 |
| 00000003 | Arc Welder | | 0.0 | 8.0 |
| 00000004 | Crane - 100' Boom | | 0.0 | 10.0 |
| Total operating hours to date: 28.0 | | Total | 0.0 | 28.0 |
| ACCIDENT REPORTING (Describe accidents) No accidents reported today | | | | |
| | | | | |
| CONTRACTOR CERTIFICATION On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above. | | | | |
| QC REPRESENTATIVE'S SIGNATURE | | DATE | SUPERINTENDENT'S INITIALS | DATE |

RMS CORRESPONDENCE CODE

| CODE | DESCRIPTION |
|------|--|
| A/E | ARCHITECT/ENGINEER |
| ASB | AS-BUILT INFORMATION |
| C | COE LETTER TO CONTRACTOR |
| EPA | U.S. ENVIRONMENTAL PROTECTION AGENCY |
| FAX | FACSIMILE TRANSMISSION |
| FIA | FREEDOM OF INFORMATION REQUEST |
| H | CONTRACTOR LETTER - FROM HOME OFFICE |
| LOC | LOCAL GOVERNMENT UNIT |
| LRE | DETROIT DISTRICT CORPS OF ENGINEERS |
| MDN | MICHIGAN DEPARTMENT OF NATURAL RESOURCES |
| MEM | COE IN-HOUSE MEMORANDUM |
| MFR | MEMORANDUM FOR RECORDS |
| MSC | MISCELLANEOUS CORRESPONDENCE |
| MTN | MINUTES OF MEETINGS |
| NTP | NOTICE TO PROCEED |
| PNM | PRICE NEGOTIATION MEMORANDUM |
| POC | POINTS OF CONTACT LIST |
| QAR | QUALITY ASSURANCE REPORT |
| QCR | QUALITY CONTROL REPORT |
| RFI | CONTRACTOR REQUEST FOR INFORMATION |
| RFP | COE REQUEST FOR PROPOSAL TO CONTRACTOR |
| S | CONTRACTOR LETTER - FROM SITE OFFICE |
| SEG | SNELL ENVIRONMENTAL GROUP |
| SUB | SUBCONTRACTOR LETTER |
| TEL | TELEPHONE CONVERSATION RECORDS |
| VM | VOICE-MAIL |

| TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on the reverse side prior to initiating this form) | | | | | DATE <div style="text-align: center;">06/06/2002</div> | | TRANSMITTAL NO. <div style="text-align: center;">02486-37.2</div> | |
|--|---|--|--|-----------------------------|---|-------------------------|--|-----------------|
| SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS | | | | | | | | |
| TO: Grand Haven Area Office 307 South Harbor Street P. O. Box 629 Grand Haven, MI 49417 | | | FROM: ABC Company, Inc 555 Imagination Park Road Fantasy, MI 49494 | | CONTRACT NO. <div style="text-align: center;">DACW35-02-C-#### NA</div> | | CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input checked="" type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL <u>02486-37.1</u> | |
| SPECIFICATION SEC. NO. (Cover only one section with each transmittal) <div style="text-align: center;">02486</div> | | | PROJECT TITLE AND LOCATION | | | | CHECK ONE: THIS TRANSMITTAL IS FOR <input checked="" type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL | |
| ITEM NO. | DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.) | MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8) | NO. OF COPIES | CONTRACT REFERENCE DOCUMENT | | FOR CONTRACTOR USE CODE | VARIATION (See Instruction No. 6) | FOR CE USE CODE |
| a. | b. | c. | d. | SPEC. PARA. NO. e. | DRAWING SHEET NO. f. | g. | h. | i. |
| 12 | Production Test Results | DATA | 3 | 3.2.3.4 | | | | F |
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| | | | | | | | | |
| REMARKS | | | | | I certify that the above submitted items have been reviewed in detail and are correct and in the strict conformance with the contract drawings and specifications except as otherwise stated. <div style="text-align: right; border-top: 1px solid black; width: 100%;">NAME AND SIGNATURE OF CONTRACTOR</div> | | | |
| SECTION II - APPROVAL ACTION | | | | | | | | |
| ENCLOSURES RETURNED (List by item No.) | | | NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY | | | | DATE | |

| | | | | | | | | | |
|--|---|--|---|---------------|-----------------------------|---|-------------------------|--|-----------------|
| TRANSMITTAL OF SHOP DRWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i> | | | | | DATE | | TRANSMITTAL NO. | | |
| SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i> | | | | | | | | | |
| TO: | | | FROM: | | | CONTRACT NO: | | CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL_____ | |
| SPECIFICATION SEC. NO <i>(Cover only one section with each transmittal)</i> | | | PROJECT TITLE AND LOCATION | | | | | | |
| ITEM NO. | DISCRIPTION OF ITEMS SUBMITTED <i>(Type size, model number/etc.)</i> | | MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i> | NO. OF COPIES | CONTRACT REFERENCE DOCUMENT | | FOR CONTRACTOR USE CODE | VARIATION <i>(see Instruction No. 6)</i> | FOR CE USE CODE |
| a. | b. | | c. | d. | SPEC. PARA. NO. | DRAWING SHEET NO. | g. | h. | i. |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| REMARKS | | | | | | I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated. NAME AND SIGNATURE OF CONTRACTOR | | | |
| SECTION II – APPROVAL ACTION | | | | | | | | | |
| ENCLOSURES RETURNED (List by Item No.) | | | NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY | | | | | DATE | |

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

| | |
|--|--|
| A -- Approved as submitted. | E -- Disapproved (see attached) |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged |
| C -- Approved, except as noted on drawings Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply as noted with contract requirements |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SUBMITTAL REGISTER

CONTRACT NO.

| TITLE AND LOCATION FY05 M/D Saginaw River/Bay, Saginaw, MI | | | | | | CONTRACTOR | | | | | | | | | | | |
|---|-------------------|--------------|--|-----------|--|-------------------------------|--------------------------|--------------------------|----------------------|----------------------|---|----------------------------------|----------------------------------|----------------|----------------------|--|---------|
| ACTIVITY NO | TRANSMITTAL NO | SPEC SECT | DESCRIPTION ITEM SUBMITTED | PARAGRAPH | GOVT CLASSIFICATION OR REVIEW NUMBER | CONTRACTOR: SCHEDULE DATES | | | CONTRACTOR ACTION | | DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR | APPROVING AUTHORITY | | | | MAILED TO CONTR/ DATE RCD FRM APPR AUTH | REMARKS |
| | | | | | | SUBMIT | APPROVAL NEEDED BY | MATERIAL NEEDED BY | ACTION CODE | DATE OF ACTION | | DATE FWD TO OTHER REVIEWER | DATE RCD FROM OTH REVIEWER | ACTION CODE | DATE OF ACTION | | |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | (q) | (r) |
| | | 01100 | SD-01 Preconstruction Submittals | | | | | | | | | | | | | | |
| | | | Accident Prevention Plan | 1.6.1 | G AOF | | | | | | | | | | | | |
| | | | Payrolls and Basic Records | 1.6.2 | G AOF | | | | | | | | | | | | |
| | | | Progress Chart | 1.6.3 | G AOF | | | | | | | | | | | | |
| | | | Notice to Mariners | 1.4.2 | G AOF | | | | | | | | | | | | |
| | | | Buoy Relocation Position | 1.4.12.1 | G AOF | | | | | | | | | | | | |
| | | | Survey Note Format | 1.4.13.2 | G AOF | | | | | | | | | | | | |
| | | | Survey Information | 1.4.13.2 | G AOF | | | | | | | | | | | | |
| | | 01101 | SD-01 Preconstruction Submittals | | | | | | | | | | | | | | |
| | | | Additional Property Agreements | 1.2.2 | G RED | | | | | | | | | | | | |
| | | | Certified Survey Results | | G RED | | | | | | | | | | | | |
| | | 01130 | SD-01 Preconstruction Submittals | | | | | | | | | | | | | | |
| | | | Environmental Protection Plan | 1.5 | G AOF | | | | | | | | | | | | |
| | | 01330 | SD-01 Preconstruction Submittals | | | | | | | | | | | | | | |
| | | | Submittal register | 1.5.1 | G | | | | | | | | | | | | |
| | | 01525 | SD-01 Preconstruction Submittals | | | | | | | | | | | | | | |
| | | | Site Safety & Health Officer Qualification (SSHO) | | G AOF | | | | | | | | | | | | |
| | | | Accident Prevention Plan (APP) | 1.8 | G AOF | | | | | | | | | | | | |
| | | | Activity Hazard Analysis (AHA) | 1.9 | G AOF | | | | | | | | | | | | |
| | | | SD-06 Test Reports | | | | | | | | | | | | | | |
| | | | Reports | 1.13 | G AOF | | | | | | | | | | | | |
| | | | Accident Reports | 1.13.1 | G AOF | | | | | | | | | | | | |
| | | | Monthly Exposure Reports | 1.13.3 | G AOF | | | | | | | | | | | | |
| | | | Regulatory Citations and Violations | 1.13.4 | G AOF | | | | | | | | | | | | |

| |
|--------------|
| CONTRACT NO. |
|--------------|

TITLE AND LOCATION
FY05 M/D Saginaw River/Bay, Saginaw, MI

| |
|------------|
| CONTRACTOR |
|------------|

[illegible]

DAILY REPORT OF OPERATIONS—HOPPER DREDGES

REPORTS CONTROL SYMBOL
ENG-CWO-13

| | | | |
|------------------------|-------|--------------------------------------|---------------------------|
| DISTRICT | | DREDGE | |
| EXACT LOCATION OF WORK | | <input type="checkbox"/> MAINTENANCE | DATE |
| | | <input type="checkbox"/> NEW WORK | NUMBER OF PERSONS IN CREW |
| AV. LENGTH OF CUT | FT. | CHARACTER OF MATERIAL | HOPPER CAPACITY |
| AV. WIDTH OF CUT | FT. | DENSITY OF MAT. IN PLACE | CU. YDS. |
| AV. DIST. TO DUMP | MILES | DENSITY OF WATER | CU. YDS. |
| | | GMS/LITER AT °F | AV. UNFILLED CAPACITY |
| | | | CU. YDS. |

NAVIGATION AND OTHER DREDGING AIDS (Describe and include statement on adequacy and recommendations)

| | | | | | | |
|----------------------|---------------|---------------|---------------|--|-------|--------|
| WORK PERFORMED | | | | DRAFT FOR LOAD NO. (for one load only) | | |
| DREDGING AND HAULING | | | AGITATING | FORWARD | LIGHT | LOADED |
| NO. OF LOADS | TOT. CU. YDS. | DISPOSAL AREA | TOT. CU. YDS. | AFT | | |
| | | | | DRAG DEPTH | MAX. | MIN. |
| | | | | INDICATORS LAST CHECKED ON | | |
| | | | | GAS EJECTORS USED % OF PUMPING TIME | | |

DISTRIBUTION OF TIME AND MILES RUN

| EFFECTIVE WORKING TIME | AGITATING (Minutes) | DREDGING AND HAULING (Minutes) | MILES RUN (Stat. Miles) |
|---------------------------------|------------------------|-----------------------------------|----------------------------|
| PUMPING | | | |
| TURNING | | | |
| TO DUMP | | | |
| DUMPING | | | |
| TO CUT | | | |
| TOTALS | | | |
| NON-EFFECTIVE WORKING TIME | | | |
| TAKING ON FUEL AND SUPPLIES | | | |
| TO AND FROM WHARF OR ANCHORAGE | | | |
| LOSS DUE TO NATURAL ELEMENTS | | | |
| LOSS DUE TO TRAFFIC AND BRIDGES | | | |
| MINOR OPERATING REPAIRS | | | |
| TRANSFERRING BETWEEN WORKS | | | |
| LAY TIME | | | |
| FIRE AND BOAT DRILLS | | | |
| MISCELLANEOUS | | | |
| TOTALS | | | |
| LOST TIME | | | |
| MAJOR REPAIRS AND ALTERATIONS | | | |
| CESSATION | | | |
| COLLISIONS | | | |
| TOTAL LOST TIME | | | |
| TOTAL TIME IN PERIOD | | | |

| | | | |
|----------------------------|-------------|--|--------|
| AVERAGE SPEED OF DREDGE | | MINUTES RADAR IN USE | |
| LOADING | FEET/MINUTE | TIDE DATA WAS OBTAINED BY MEANS OF | |
| AGITATING | | WEATHER | |
| GALS. OF FUEL OIL CONSUMED | | NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL | |
| GALS. OF WATER CONSUMED | | FIELD | OFFICE |

REMARKS

SUBMITTED BY

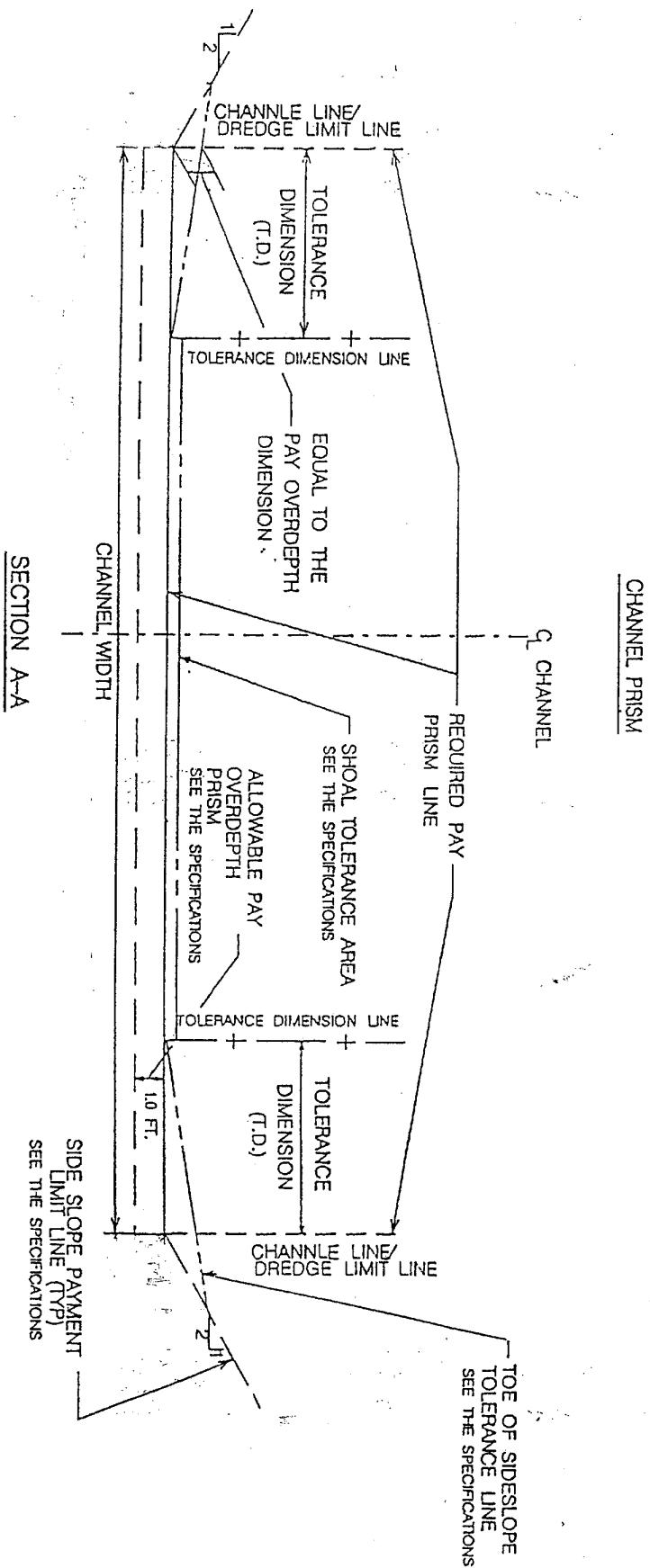
(SEE REVERSE SIDE)

[illegible]

| | | | | | | | | | | | | | | | | |
|---|--|---|-----------------|------------------------|----------------|---|--|----------------------------|------------------------------------|--|----------------|--|-----------|--|------------|--|
| REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES | | | | | | | | | | REPORTS CONTROL SYMBOL ENG CW-0-13 | | | | | | |
| THRU: | | | | | TO: | | | | | FROM: | | | | | REPORT NO. | |
| CHARACTER | | <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL | | | | | | | | | | DATE OR PERIOD | | | | |
| DREDGE | | NAME AND TYPE | | | | | SIZE → | | PIPELINE <i>in. dia. disch.</i> | | | DIPPER OR BUCKET <i>cu. yds. cap.</i> | | | | |
| | | HORSEPOWER OF → | | DREDGE PUMP | | SUCTION PIPE JET | | | CUTTER OR BUCKET | | PROPULSION | | | | | |
| | | NUMBER OF CREWMEMBERS → | | DREDGE | SHORE | OTHER PLANT | TOTAL | WORK SCHEDULE → | | SHIFTS PER DAY | | DAYS PER WEEK | | | | |
| PROJECT AND BAR | | NAME | | | | | AUTH DIMENSIONS → | | WIDTH | | DEPTH | | OVERDEPTH | | | |
| | | LOCATION <i>(include station numbers)</i> | | | | | | | | | | | | | | |
| CHARACTER OF MATERIAL | | ABSOLUTE DENSITY | | | | IN PLACE DENSITY <i>GMS/Liter</i> | | | | VOIDS RATIO | | | | | | |
| | | GRAIN SIZE | | | | | | GEOLOGICAL CLASSIFICATION | | | | | | | | |
| CONTRACT OR DREDGING ORDER | | NUMBER | | | | | <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR | | | TOTAL NO. OF DAYS IN WHICH WORK WAS DONE | | | | | | |
| CHANNEL CONDITION | | AVERAGE DEPTH → | BEFORE DREDGING | | AFTER DREDGING | | MINIMUM SOUNDING → | | BEFORE DREDGING | | AFTER DREDGING | | | | | |
| RIVER STAGE | | MINIMUM | | TIME | | MAXIMUM | | TIME | | GAGE LOCATION | | | | | | |
| WEATHER CONDITION | | <i>(clear, cloudy, rain, snow, and fog)</i> | | | | | | VISIBILITY <i>miles</i> | | WIND <i>(maximum velocity & direction)</i> | | | | | | |
| WORK PERFORMED | | | | | | | DISTRIBUTION OF TIME | | | | | | | | | |
| ITEM | | | UNIT | QUANTITY | | EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i> | | | | HOURS | MIN. | | | | | |
| AVERAGE WIDTH OF CUT | | | FEET | | | PUMPING OR DREDGING | | | | | | | | | | |
| TOTAL ADVANCE THIS PERIOD | | | FEET | | | PCT. OF EFFECTIVE RENTAL TIME | | | | | | | | | | |
| TOTAL ADV. PREVIOUS TO THIS PERIOD | | | FEET | | | BOOSTER <i>(in line)</i> <i>Hrs.</i> <i>Min</i> | | | | | | | | | | |
| TOTAL ADVANCE TO DATE | | | FEET | | | NON-EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i> | | | | | | | | | | |
| FLOATING PIPE: SHORE PIPE: | | | | | | | HANDLING PIPE LINES | | | | | | | | | |
| TOTAL LENGTH OF DISCHARGE PIPE | | | FEET | | | HANDLING ANCHOR LINES | | | | | | | | | | |
| AVERAGE LIFT | | | FEET | | | CLEARING PUMP AND PIPE LINE | | | | | | | | | | |
| AVERAGE PUMP SPEED | | | R.P.M. | | | CLEARING CUTTER OR SUCTION HEAD | | | | | | | | | | |
| AVG. DREDGED PER PUMP. HR, GROSS | | | CU.YDS. | | | WAITING FOR SCOWS | | | | | | | | | | |
| SCOWS LOADED | | | NUMBER | | | TO AND FROM WHARF OR ANCHORAGE | | | | | | | | | | |
| AVERAGE LOAD PER SCOW | | | CU. YDS. | | | CHANGING LOCATION OF PLANT ON JOB | | | | | | | | | | |
| CUBIC YARDS REMOVED | | | | | | LOSS DUE TO OPPOSING NATURAL ELEMENTS | | | | | | | | | | |
| AMOUNT DREDGED THIS PERIOD: (1) GROSS <i>(computed amount)</i> | | | | | | LOSS DUE TO PASSING VESSELS | | | | | | | | | | |
| (2) CREDITED <i>(pay place)</i> | | | | | | SHORE LINE AND SHORE WORK | | | | | | | | | | |
| AMOUNT PREVIOUSLY REPORTED: (1) GROSS <i>(computed amount)</i> | | | | | | WAITING FOR BOOSTER | | | | | | | | | | |
| (2) CREDITED <i>(pay place)</i> | | | | | | MINOR OPER. REPAIRS <i>(explain in remarks)</i> | | | | | | | | | | |
| TOTAL AMOUNT DREDGED TO DATE: (1) GROSS <i>(computed amount)</i> | | | | | | WAITING FOR ATTENDANT PLANT | | | | | | | | | | |
| (2) CREDITED <i>(pay place)</i> | | | | | | PREPERATION AND MAKING UP TOW | | | | | | | | | | |
| | | | | | | TRANSFERRING PLANT BETWEEN WORKS | | | | | | | | | | |
| | | | | | | LAY TIME OFF SHIFT AND SATURDAYS | | | | | | | | | | |
| ATTENDANT PLANT | | | | | | SUNDAYS AND HOLIDAYS | | | | | | | | | | |
| ITEM | NAME OR NUMBER | | | HOURS | | FIRE DRILL | | | | | | | | | | |
| | | | | | | MISCELLANEOUS <i>(explain in remarks)</i> | | | | | | | | | | |
| | | | | | | TOTAL NON-EFFECTIVE WORKING TIME | | | | | | | | | | |
| | | | | | | PCT. OF NON-EFFECTIVE RENTAL TIME | | | | | | | | | | |
| | | | | | | TOTAL EFFECTIVE AND NON-EFFECTIVE TIME <i>(chargeable to cost of work)</i> | | | | | | | | | | |
| | | | | | | PCT. OF TOTAL TIME IN PERIOD | | | | | | | | | | |
| | | | | | | LOST TIME <i>(not chargeable to cost of work)</i> | | | | | | | | | | |
| | | | | | | MAJOR REPAIRS AND ALTERATIONS | | | | | | | | | | |
| | | | | | | CESSATION | | | | | | | | | | |
| | | | | | | COLLISIONS | | | | | | | | | | |
| | | | | | | MISCELLANEOUS <i>(explain in remarks)</i> | | | | | | | | | | |
| NUMBER OF INSPECTIONS | BY DISTRICT PERSONNEL | | | BY DIV & OCE PERSONNEL | | TOTAL LOST TIME | | | | | | | | | | |
| | | | | | | PERCENTAGE OF TOTAL TIME | | | | | | | | | | |
| CONTRACT USE ONLY | HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <i>(If "YES", explain under remarks on back)</i> <input type="checkbox"/> NO <input type="checkbox"/> YES | | | | | TOTAL TIME IN PERIOD | | | | | | | | | | |

| SUMMARY OF COSTS | | | | | | |
|---|----------|----------|--|-------|---|----------|
| ITEMS | | | | | COST | |
| <div>DIRECT PLANT OPERATING COSTS</div> <div>UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i></div> <div>CHARGES: _____ DAYS AT _____ PER DAY <i>(Item 19, ENG Form 22 (Costs)-adjusted to exclude plant increment cost.)</i> ► OR ◀</div> <div>ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i></div> <div>PAYROLLS <i>(gross)</i>.....</div> <div>SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE.....</div> <div>FUEL _____ BARRELS AT _____ PER BARREL.....</div> <div>WATER.....</div> <div>LUBRICANTS.....</div> <div>PLANT OWNERSHIP COSTS <i>(as computed below)</i>.....</div> <div>INSURANCE.....</div> <div>ATTENDANT PLANT.....</div> <div>MISCELLANEOUS.....</div> <div>SUBTOTAL - UNIFORM DAILY RATE OR ACTUAL</div> | | | | | | |
| <div>SHORE WORK</div> <div>SUBTOTAL- SHORE WORK COSTS.....</div> | | | | | | |
| <div>OTHER COSTS</div> <div>SURVEYS.....</div> <div>INSPECTION AND SUPERVISION.....</div> <div>OVERHEAD.....</div> <div>OTHER INDIRECT COSTS.....</div> <div>SUBTOTAL - OTHER COSTS.....</div> <div>SUBTOTAL - OTHER UNIT COST _____ PER CUBIC YARD.....</div> | | | | | | |
| <div>GRAND TOTAL - ALL COSTS.....</div> | | | | | | |
| OPERATING SUPPLIES | | | | | ANNUAL REPORT DATA <i>(complete when submitting Annual report.)</i> | |
| COMMODITIES | CONSUMED | | INVENTORY | | COST PER RENTAL MINUTE <i>(Based on total operating cost)</i> | per min. |
| | UNIT | QUANTITY | QUANTITY | VALUE | | |
| FUEL <i>(oil)</i> | BBLS | | | | TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i> | |
| LUBRICANT <i>(oil)</i> | GAL | | | | BOOK VAULE <i>(End of F.Y. reporting period)</i> | |
| LUBRICANT <i>(grease)</i> | LBS | | | | BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i> | |
| WATER | GAL | | | | PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i> | |
| | | | | | DEPRECIATION..... | |
| | | | | | REPAIRS <i>(Adjusted)</i> | |
| | | | | | CESSATION OF WORK..... | |
| | | | | | SMALL TOOLS, ETC. | |
| SUBSISTENCE SUPPLIES..... | | | | | TOTAL..... | |
| MISCELLANEOUS SUPPLIES..... | | | | | | |
| TOTAL..... | | | | | | |
| REMARKS | | | | | | |
| SUBMITTED BY <i>(Name, title, and signature)</i> | | | RECOMMENDED BY <i>(Name, title, and signature)</i> | | APPROVED BY <i>(Name, title, and signature)</i> | |

SEE THE SPECIFICATIONS - SUBPARAGRAPH "OVERDEPTH AND TOLERANCES" SECTION 02482 "DREDGING"

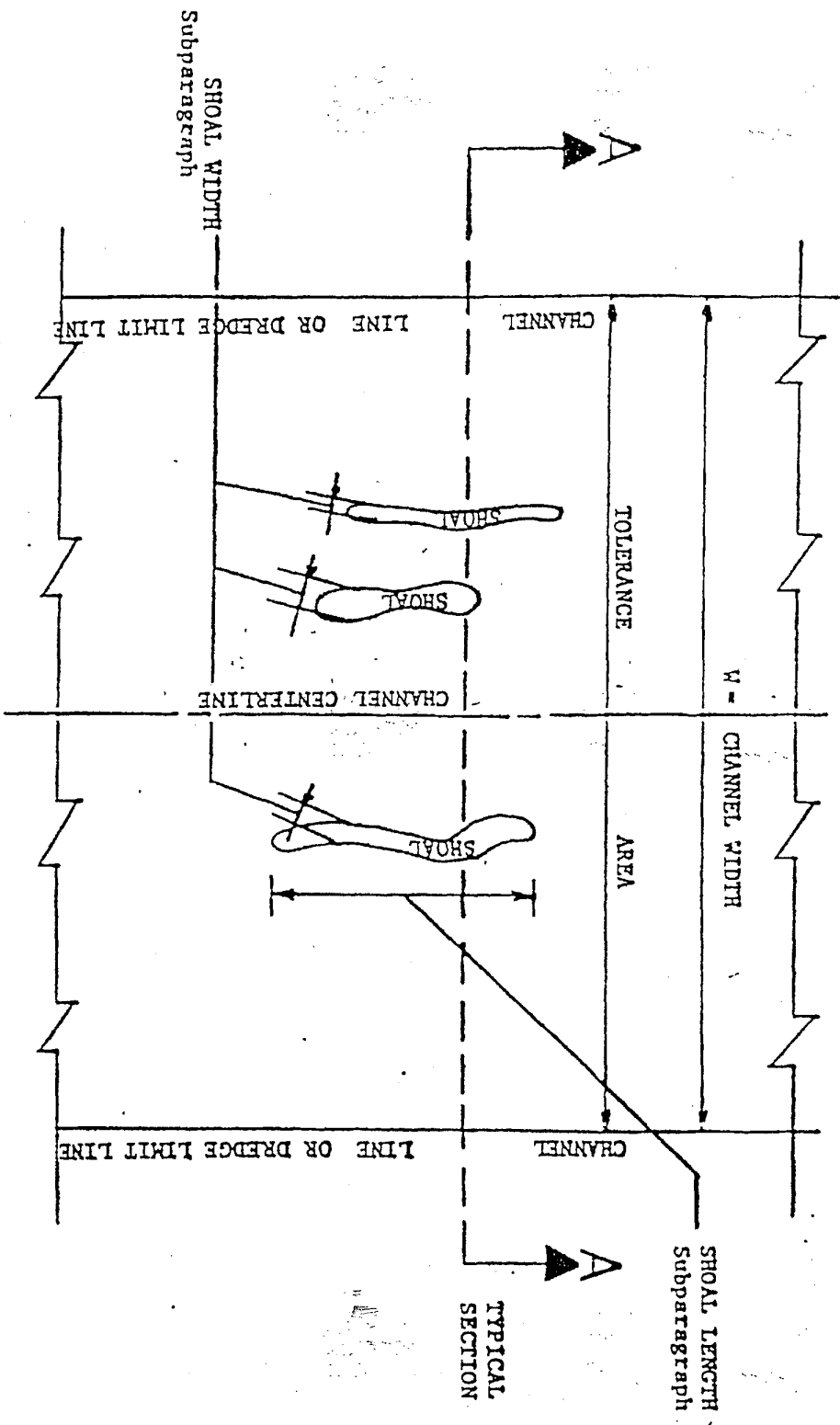


NOTE: THE EXISTING CHANNEL BOTTOM IS NOT SHOWN

See the Subparagraph "Overdepth and Tolerances" SECTION 02482 "DREDGING"

CHANNEL SHOAL TOLERANCE

Subparagraph



NINTH DISTRICT LOCAL NOTICE TO MARINERS
GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY: _____

2. TYPE OF OPERATION: _____

3. LOCATION: _____

4. COMMENCE DATE: _____ COMPLETE DATE: _____

5. HOURS OF OPERATION: _____ TO: _____

6. DAYS OF OPERATION: _____ TO: _____

7. NAME OF CONTACT VESSEL: _____

8. VHF - FM CHANNELS MONITORED: _____

9. SPECIAL REQUIREMENTS/REMARKS: _____

10. FOR FURTHER INFORMATION CONTACT: _____

11. TELEPHONE #: _____

12. SIGNATURE: _____ DATE: _____

“ NOTE ”

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).

U.S. ARMY ENGINEER DISTRICT - DETROIT

GENERAL INFORMATION

designations: SAIL
reference no. GCA-0100

project: SAGINAW RIVER
channel/reach:
sheet no. 2 OF 30
USGS Quad: BAY CITY NE 7.5M
NOAA chart:

community: BANGOR TOWNSHIP
county: BAY
state: MICHIGAN
Township/Range T.14N R.05E
section: 3

HORIZONTAL

datum: NAD83
lat: 43° 38' 39.81141" N
lon: 83° 51' 5.27663" W

Y: 238,330.86 m (N)
X: 4,041,567.83 m (E)

Y: 781,923.83 ft (US) N
X: 13,259,710.47 ft (US) E

state: MICHIGAN
projection: LAMBERT CONIC
zone: S
code: 2113

HORIZONTAL ORIGIN

agency: GCA
order: 2ND
date: 08/20/92
method: G.P.S.
set by: EXISTING

Point Source:

VERTICAL

IGLD 1955: 0.000 feet 0.000 meters
IGLD 1985: 0.000 0.000
NAVD 1988: 0.000 0.000
NGVD 1929: 0.000 0.000
pt. source:

geoid. hgt: 0.000 0.000

PROPERTY OWNER

name:
telephone:
access notes: F

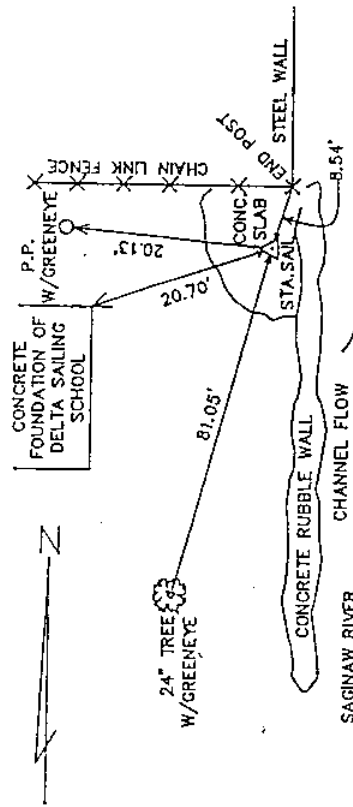
MOST RECENT RECOVERY

DESCRIPTION:

STATION SAIL IS A BRASS DISC EMBEDDED INTO A CONCRETE SLAB AT THE NORTHEAST CORNER OF DELTA SAILING SCHOOL PROPERTY. DELTA SAILING SCHOOL IS ON THE WEST SIDE OF THE SAGINAW RIVER NEXT TO BAY HARBOR YACHT CLUB NEAR THE MOUTH OF THE RIVER. BAY CITY, MI.

SKETCH Designation: SAIL

Reference No.: GCA-0100



SURVEY CONTROL DATA

reference no.

GCA-0100

desig:

SAIL

Office of Record: Saginaw Area Office

Printed on 01/05/93

U.S. ARMY ENGINEER DISTRICT - DETROIT

| GENERAL INFORMATION | | HORIZONTAL | | HORIZONTAL ORIGIN | | VERTICAL | |
|---|--|--|--|---|--|--|--|
| designation: FR 3 reference no. GCA-0127 project: SAGINAW RIVER channel/reach: sheet no. 2 OF 30 USGS Quad: BAY CITY NE 7.5M NOAA chart: | | datum: NAD83 lat: 43° 38' 31.03948" N lon: 83° 50' 59.48962" W Y: 238,060.94 m (N) X: 4,041,699.19 m (E) Y: 781,038.26 ft (US) N X: 13,260,141.43 ft (US) E state: MICHIGAN projection: LAMBERT CONIC zone: S code: 2113 | | agency: SAG. AREA OFFICE order: 2ND date: 08/27/92 method: G.P.S. set by: EXISTING Point Source: | | IGLD 1955: 0.000 IGLD 1985: 0.000 NAVD 1988: 0.000 NGVD 1929: 0.000 pt. source: geoid. hgt: 0.000 0.000 | |
| community: BANGOR TOWNSHIP county: BAY state: MICHIGAN Township/Range T.14N R.05E section: 3 | | state: MICHIGAN projection: LAMBERT CONIC zone: S code: 2113 | | PROPERTY OWNER name: telephone: access notes: F | | PROPERTY OWNER name: telephone: access notes: F | |
| DESCRIPTION: STATION FR 3 IS A STANDARD CORPS OF ENGINEERS BRASS DISC SET INTO THE CENTER OF THE OLD SAGINAW RIVER FRONT RANGE CONCRETE BASE. THE CONCRETE BASE IS LOCATED ON THE WEST SIDE OF THE SAGINAW RIVER AND IS NEAR THE BAY CITY YACHT CLUB. ACCESS TO STATION FR 3 IS ONLY BY WATER. | | SKETCH Designation: FR 3 Reference No.: GCA-0127 SAGINAW RIVER CHANNEL FLOW | | | | Reference No.: GCA-0127 SAGINAW RIVER CHANNEL FLOW | |
| SURVEY CONTROL DATA | | reference no. GCA-0127 | | design: FR 3 | | Printed on 01/05/93 | |
| Office of Record: Saginaw Area Office | | | | | | | |

SEA. SAGINAW DIKE

STATION RECOVERY

| | | |
|-------------------------------|-----------------------|----------------------|
| PROJECT <u>SAGINAW BAY</u> | COUNTY <u>RAY</u> | STATE <u>MI</u> |
| NAME <u>STA. SAGINAW DIKE</u> | STAMPINGS | AGENCY <u>C.O.E.</u> |
| TYPE <u>C.O.E. ALU. DISK</u> | CONDITION <u>GOOD</u> | |
| EMBEDDED IN <u>CONCRETE</u> | | |

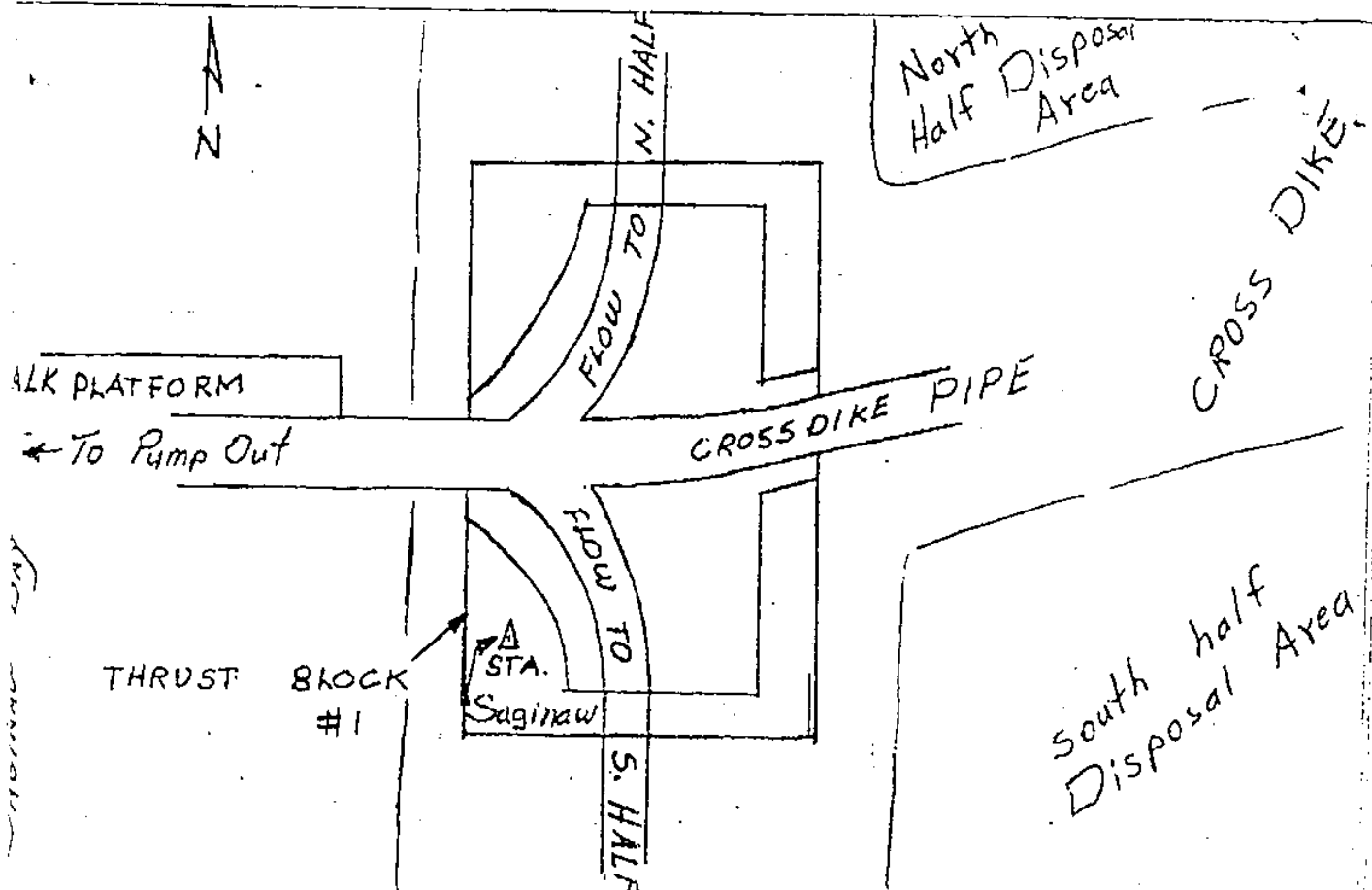
DESCRIPTION ON THE PERIMETER OF THE SAGINAW BAY DIKE DISPOSAL, STA. SAGINAW IS A STANDARD C.O.E. ALUMINUM DISK EMBEDDED IN THRUST BLOCK #1 AT THE PLATFORM ON THE WEST SIDE OF THE DIKE. IT IS ACCESSABLE ONLY BY WATER.

DRAW SKETCH ON REVERSE SIDE NAD 83, LAMBERT SOUTH

| | | |
|-----------------------|------------------------------|---------------|
| BY <u>C.O.E.</u> | HORIZONTAL DATA <u>11/85</u> | VERTICAL DATA |
| DATE <u>JULY 1978</u> | EASTING <u>13265078.936</u> | IGLD |
| OFFICE <u>S.P.O.</u> | NORTHING <u>791496.502</u> | USC&GS |

NCE FORM 43
(MAY 1970)

U.S. Survey Feet



STA DELTA

STATION RECOVERY

| | | |
|-----------------------------------|-----------------|----------------|
| ECT Saginaw Bay | COUNTY Bay | STATE Michigan |
| Delta | STAMPINGS DELTA | AGENCY C.O.E. |
| Concrete Monument with Alum. Disk | CONDITION New | |

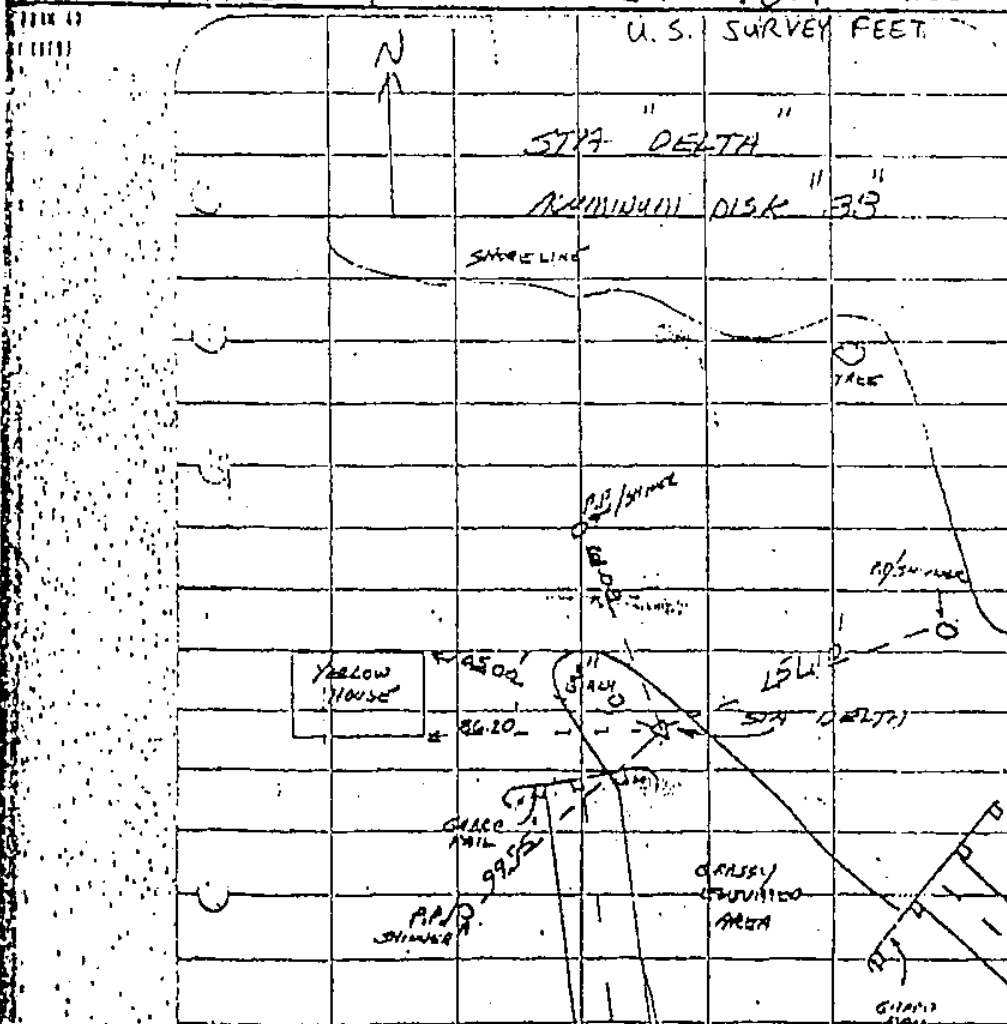
DESCRIPTION

STA DELTA IS AN ALUMINUM DISC SET IN CONCRETE MONUMENT FLUSH WITH THE GROUND ON THE WEST SIDE OF THE SAGINAW RIVER NEAR THE B.C.Y.C. AT THE END OF ROAD WAY LEADING TO THE MOUTH OF RIVER.

ETCH ON REVERSE SIDE

NAD 83, LAMBERT SOUTH

| | | |
|---------------|----------------------|---------------|
| | HORIZONTAL DATA | VERTICAL DATA |
| E 23 March 88 | EASTING 13259359.262 | IGLD |
| ICE Sag. A.O. | NORTHING 782462.801 | USC&GS |



ALK

SAGINAW RIVER

Dike Disposal

STATION RECOVERY

| | | |
|----------------------------------|-------------------|-----------------------|
| PROJECT <i>Saginaw River</i> | COUNTY <i>BAY</i> | STATE <i>Michigan</i> |
| NAME <i>Dike Disposal</i> | STAMPINGS | AGENCY <i>COE</i> |
| TYPE <i>Alum. Disc w/ magnet</i> | CONDITION | |

DESCRIPTION

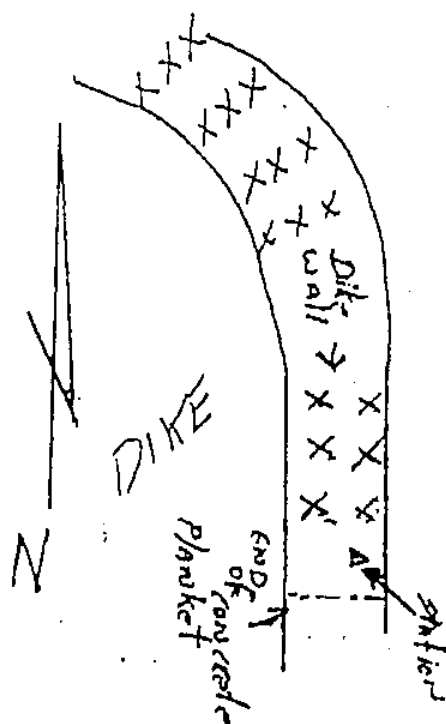
A is an Alum disc set in concrete moirment, flush with ground, station is set on top of dike at the edge of the concrete planket at the east side of the dike, Is about center line of dike.

DRAW SKETCH ON REVERSE SIDE NAD 83, LAMBERT SOUTH

| | | |
|--------------------------|------------------------------|---------------|
| JY | HORIZONTAL DATA <i>11/95</i> | VERTICAL DATA |
| DATE <i>20-Nov. 1980</i> | EASTING <i>13268943.327</i> | IGLD |
| OFFICE <i>S.P.O</i> | NORTHING <i>791380.890</i> | USC&GS |

AGE 1980 43
(MAY 1979)

U.S. SURVEY Feet



SAGINAW
BAY

SEA KAW

STATION RECOVERY

| | | |
|--------------------------------|-------------------|----------------------|
| PROJECT <u>KAWKAWLIN RIVER</u> | COUNTY <u>RAY</u> | STATE <u>MI</u> |
| NAME <u>SEA KAW</u> | STAMPINGS | AGENCY <u>C.O.E.</u> |
| TYPE <u>ALU. DISK</u> | CONDITION | |
| <u>IN CONCRETE</u> | | |

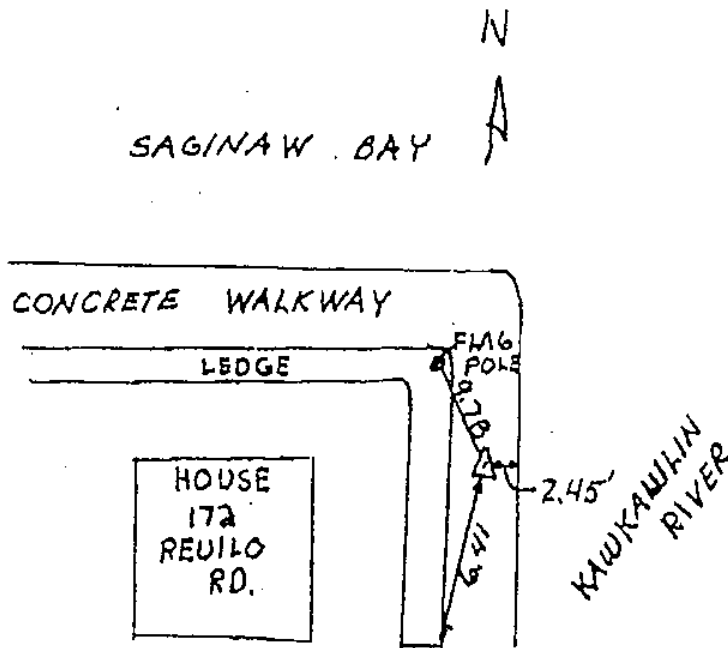
DESCRIPTION STA. IS AN ALUMINUM DISK IN CONCRETE SIDEWALK AT THE MOUTH OF THE KAWKAWLIN RIVER ON THE WEST SIDE, AND IS IN BACK OF THE HOUSE LOCATED AT 72 REVULO RD. - STA. IS 2.45' FROM EDGE OF CONCRETE WALK, 9.78' FROM FLAG POLE, AND 6.41' FROM S. END OF LEDGE AROUND YARD.

RAW SKETCH ON REVERSE SIDE NAD 83, LAMBERT SOUTH

| | | |
|----------------------|------------------------------|-------------------------------------|
| <u>C.O.E.</u> | HORIZONTAL DATA <u>GPS -</u> | VERTICAL DATA |
| DATE <u>12-4-80</u> | EASTING <u>113251284.799</u> | IGLD <u>+6.31</u> (water 718.56 ft) |
| OFFICE <u>S.P.O.</u> | NORTHING <u>787,122,019</u> | USC & GS |

SI FORM 12
XRF (1070)

U.S. Survey feet



STATION RECOVERY

| | | |
|------------------------------|-------------------|------------------------|
| PROJECT <i>Saginaw River</i> | COUNTY <i>Boj</i> | STATE <i>Mich.</i> |
| NAME <i>Sta. 2C</i> | STAMPINGS | AGENCY <i>C. of E.</i> |
| TYPE <i>Bronze Disc</i> | CONDITION | |

DESCRIPTION *Triangulation station 2C is a cross chiseled in the top of the steel tie post, the last one on the North East end of dock at Consumers Power Co, Weadock Plant located on the East side of Saginaw River, Essexville, Mich. It is 41.27 ft. southwest of Northeast corner of Dock, 77.5 ft. west of inside corner of dock at water intake slip, 59.55 ft. N.W. of inside S.W. corner of dock*

DRAW SKETCH ON REVERSE SIDE

NAD 83, LAMBERT SOUTH

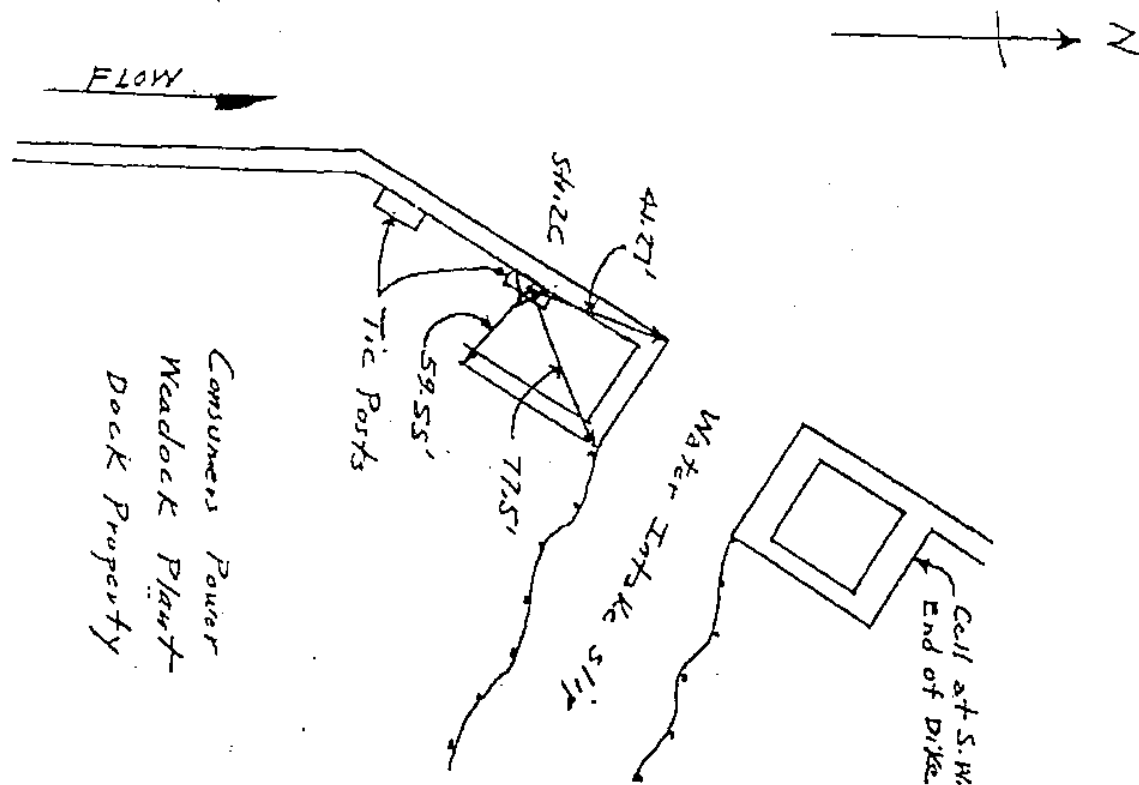
| | | |
|--------------------|------------------------------|---------------|
| BY | HORIZONTAL DATA <i>11/95</i> | VERTICAL DATA |
| DATE | EASTING <i>13260727.148</i> | IGLD |
| OFFICE <i>BCFO</i> | NORTHING <i>783641.686</i> | USC&GS |

KGE FORM 43
(MAY 1970)

U. S. SURVEY FEET

Sta. 2C

SAGINAW RIVER



STATION RECOVERY

| | | |
|---|-------------------------|-----------------------|
| PROJECT <i>Saginaw Bay</i> | COUNTY <i>Bay</i> | STATE <i>Michigan</i> |
| NAME <i>Bobick</i> | STAMPINGS <i>BOBICK</i> | AGENCY <i>NADA</i> |
| TYPE <i>Alum. Disk in Concrete Monument</i> | CONDITION <i>new 87</i> | |

DESCRIPTION

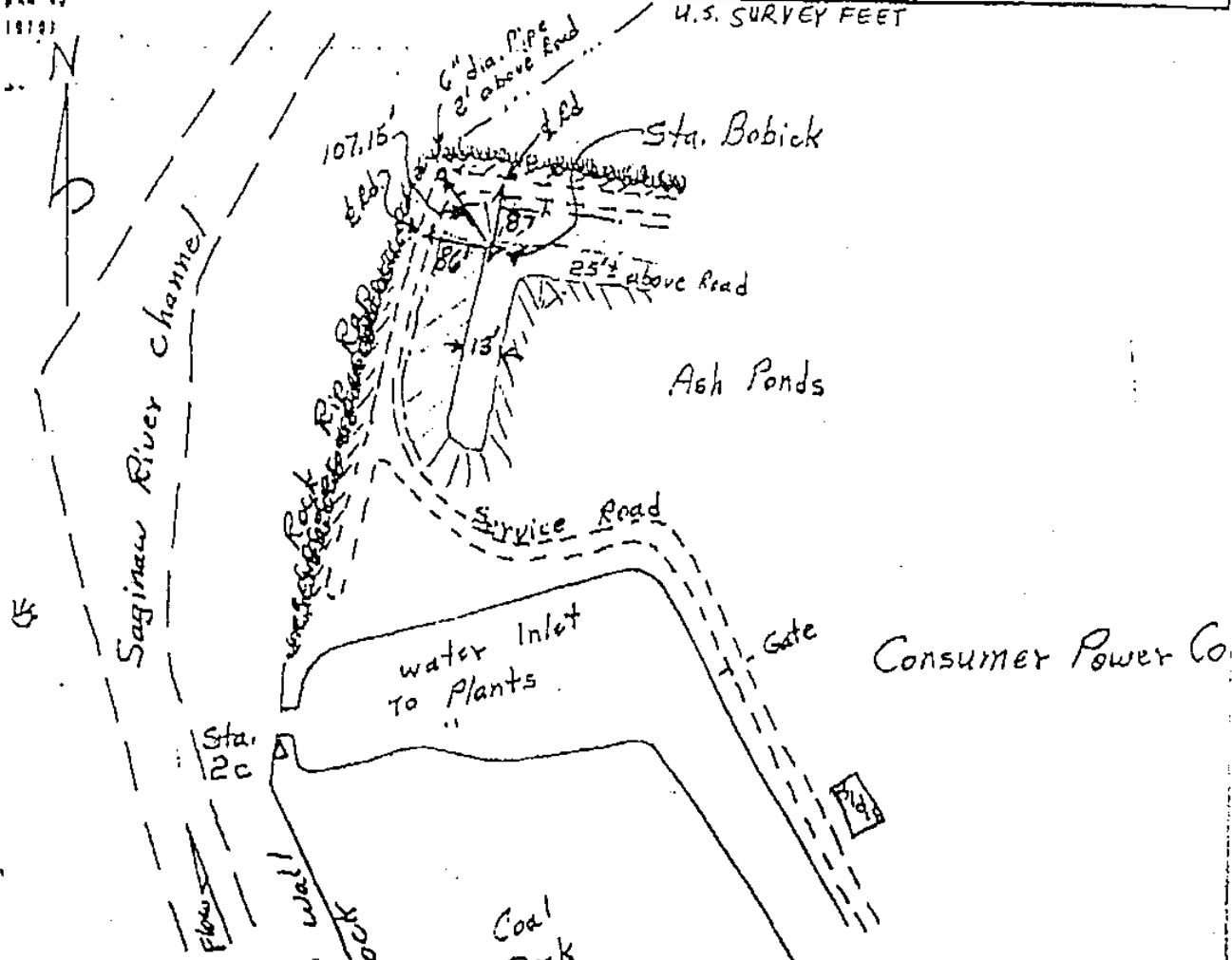
A Bobick is an Aluminum Disk in concrete monument on Consumer Power Co. Property that is at the End of Wendock Rd., Essexville. It is located on top of outside edge of N.W. corner of dike around Ash pond "A". Dike Top is 13' wide and 25' above service road. Ash ponds are along North end of property. Station has a 2" marker 2' East, 86' west to E of service Rd., 87' North to service Rd., 107.15' N.W. to a 6" dia. pipe.

1 N SKETCH ON REVERSE SIDE NAD 83, LAMBERT SOUTH

| | | |
|-------------------------|-------------------------------|---------------|
| BY | HORIZONTAL DATA <i>G.P.S.</i> | VERTICAL DATA |
| DATE <i>29 March 88</i> | EASTING <i>13261676.069</i> | IGLD |
| OFFICE <i>Sag. A.O.</i> | NORTHING <i>784927.524</i> | USC&GS |

X-100 1000 10
(100 1000)

U.S. SURVEY FEET



General Decision Number: IL030018 04/22/2005 IL18

Superseded General Decision Number: IL020018

State: Illinois

Construction Types: Heavy (Dredging, and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO,
PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION
Dredging and Marine Construction Projects: floating/land
equipment engaged in clamshell, backhoe and dragline dredging,
marine construction, bridges, salvage operations and cranes,
loaders, dozers, or other equipment used for disposal of dredge
spoils or marine construction materials on land at the slip or
dock, at the project site, where the above material/spoils is
being handled, and all equipment utilized on
breakwall/breakwater structures on the Great Lakes, Islands
therein, their connecting and tributary waters, including the
Illinois Waterway to the Lock at Lockport, Illinois, the New
York State Barge Canal System between Tonawanda, New York and
Waterford, New York and Oswego, New York, the Duluth-Superior
area to the Fond du Lac Bridge Crossing (Minnesota State
Highway 23) on the St. Louis River and on the St. Lawrence
River eastward to the International Boundary near St. Regis,
New York.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 06/13/2003 |
| 1 | 02/27/2004 |
| 2 | 02/18/2005 |
| 3 | 03/25/2005 |
| 4 | 04/22/2005 |

SUIL2003-001 01/01/2005

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
MARINE CONSTRUCTION):

| | Rates | Fringes |
|---|-------|---------|
| Dredging: | | |
| Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and | | |

| | | |
|--|----------|-----------|
| sandboats Rangeman, Tankerman, Sweepman and service Truck Driver..... | \$ 22.51 | 7.61+a+b |
| Lead Deckhand..... | \$ 29.68 | 7.61+a+b |
| Hydraulic Dredging | | |
| LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less.... | \$ 25.15 | 7.61+a+b |
| TUG ENGINEER..... | \$ 26.49 | 7.61+a+b |
| TUG OPERATOR - Vessel Over 800 Horse-Power..... | \$ 26.49 | 7.61+a+b |
| TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats)..... | \$ 22.51 | 7.61+a+b |
| Mechanic | | |
| FLOATING EQUIPMENT: Illinois | | |
| Class I..... | \$ 42.70 | 12.70+b&c |
| Class II..... | \$ 41.20 | 12.70+b&c |
| Class III..... | \$ 36.65 | 12.70+b&c |
| Class IV..... | \$ 30.50 | 12.70+b+c |
| FLOATING EQUIPMENT: Indiana | | |
| Class I..... | \$ 37.00 | 11.60+b&c |
| Class II..... | \$ 35.50 | 11.60+b&c |
| Class III..... | \$ 31.60 | 11.60+b&c |
| Class IV..... | \$ 26.30 | 11.60+b&c |
| FLOATING EQUIPMENT: Michigan | | |
| Class I..... | \$ 28.25 | 16.48+b&c |
| Class II..... | \$ 26.75 | 16.48+b&c |
| Class III..... | \$ 23.80 | 16.48+b&c |
| Class IV..... | \$ 19.80 | 16.48+b&c |
| FLOATING EQUIPMENT: | | |
| Minnesota | | |
| Class I..... | \$ 33.25 | 10.10+b&c |
| Class II..... | \$ 31.75 | 10.10+b&c |
| Class III..... | \$ 28.30 | 10.10+b&c |
| Class IV..... | \$ 23.50 | 10.10+b&c |
| FLOATING EQUIPMENT: | | |
| New York:(Cattaraugus, Chautauga, Erie and Orleans Counties) | | |
| Class I..... | \$ 35.05 | 16.66+b&c |
| Class II..... | \$ 33.55 | 16.66+b&c |
| Class III..... | \$ 29.86 | 16.66+b&c |
| Class IV..... | \$ 24.83 | 16.66+b&c |
| FLOATING EQUIPMENT: | | |
| New York:(Cayuga, Jefferson, Oswego, and St. Lawrence Counties) | | |
| Class I..... | \$ 30.90 | 13.60+b&c |
| Class II..... | \$ 29.15 | 13.60+b&c |
| Class III..... | \$ 25.94 | 13.60+b+c |
| Class IV..... | \$ 21.56 | 13.60+b&c |
| FLOATING EQUIPMENT: | | |
| New York:(Monroe and Wayne Counties and the City of | | |

| | | |
|--|----------|-----------|
| Rochester) | | |
| Class A..... | \$ 27.71 | 15.13+b&c |
| Class B..... | \$ 27.00 | 15.13+b&c |
| Class C..... | \$ 24.14 | 15.13+b&c |
| Crane..... | \$ 28.71 | 15.13+b&c |
| Master Mechanic..... | \$ 28.97 | 15.13+b&c |
| FLOATING EQUIPMENT: | | |
| New York:(Niagara) | | |
| Class I..... | \$ 33.23 | 15.00+b&c |
| Class II..... | \$ 31.73 | 15.00+b&c |
| Class III..... | \$ 29.57 | 15.00+b&c |
| Class IV..... | \$ 24.59 | 15.00+b&c |
| FLOATING EQUIPMENT: | | |
| Ohio:(Ashtabula, Cuyahoga, Erie,Lake, and Lorain Counties) | | |
| Class I..... | \$ 32.99 | 8.60+b&c |
| Class II..... | \$ 31.49 | 8.60+b&c |
| Class III..... | \$ 28.02 | 8.60+b&c |
| Class IV..... | \$ 23.30 | 8.60+b&c |
| FLOATING EQUIPMENT: | | |
| Ohio:(Lucas, Henry, Ottawa, Wood and Sandusky Counties) | | |
| Class I..... | \$ 31.27 | 8.60+b&c |
| Class II..... | \$ 29.77 | 8.60+b&c |
| Class III..... | \$ 26.50 | 8.60+b&c |
| Class IV..... | \$ 22.30 | 8.60+b&c |
| FLOATING EQUIPMENT: | | |
| Pennsylvania:(Erie County): | | |
| Class I..... | \$ 24.80 | 10.23+b&c |
| Class II..... | \$ 23.30 | 10.23+b&c |
| Class III..... | \$ 20.74 | 10.23+b&c |
| Class IV..... | \$ 17.24 | 10.23+b&c |
| FLOATING EQUIPMENT: | | |
| Wisconsin:Includes all marine/floating type work on projects in the Superior/Duluth Harbor, Lake Superior. | | |
| Class I..... | \$ 32.60 | 13.95+b&c |
| Class II..... | \$ 31.10 | 13.95+b&c |
| Class III..... | \$ 27.70 | 13.95+b&c |
| Class IV..... | \$ 23.05 | 13.95+b&c |

PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY
- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERAN'S DAY.

FOOTNOTES:

a. \$30.10 per day per employee for medical

b. Eight paid holidays: A thru H

c. Hazardous/Toxic Waste Material:

*Level A \$2.50 per hour

*Level B 2.00 per hour

*Level C 1.00 per hour

*Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct
Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)

Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender

Class III - Deck Equipment Operator (Machineryman)
Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), ug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: MI030005 04/29/2005 MI5

Superseded General Decision Number: MI020005

State: Michigan

Construction Types: Building and Heavy

Counties: Bay, Genesee, Lapeer, Saginaw, St Clair and Tuscola
Counties in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 06/13/2003 |
| 1 | 03/26/2004 |
| 2 | 05/21/2004 |
| 3 | 07/23/2004 |
| 4 | 08/06/2004 |
| 5 | 03/25/2005 |
| 6 | 04/29/2005 |

ASBE0025-002 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|--|----------|---------|
| Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems..... | \$ 28.15 | 15.86 |

FOOTNOTE: Work requiring a spray coating in the application:
Five percent (5%) per hour additional.

ASBE0047-010 07/01/2004

| | Rates | Fringes |
|---|----------|---------|
| Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems..... | \$ 26.01 | 12.22 |

BOIL0169-004 07/01/2004

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Boilermaker.....\$ 28.136 25% + 8.39

BRMI0007-001 08/01/2004

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|---|----------|---------|
| Marble, terrazzo and tile finisher..... | \$ 14.39 | 5.26 |
| Marble, terrazzo and tile setter..... | \$ 19.81 | 7.88 |

BRMI0009-012 07/01/2003

| | Rates | Fringes |
|---|----------|---------|
| Bricklayer | | |
| Bricklayer..... | \$ 24.37 | 10.97 |
| Marble, terrazzo and tile finisher..... | \$ 20.37 | 10.97 |
| Marble, terrazzo and tile setter..... | \$ 22.37 | 10.97 |

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

BRMI0009-014 08/01/2003

LAPEER COUNTY:

| | Rates | Fringes |
|---------------------------------|----------|---------|
| Cement Mason and plasterer..... | \$ 24.62 | 9.38 |

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

BRMI0010-002 08/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|---|----------|---------|
| Bricklayer | | |
| Bricklayer..... | \$ 26.90 | 12.07 |
| Cement mason..... | \$ 26.02 | 11.67 |
| Plasterer..... | \$ 26.30 | 11.67 |
| Work on walk-up apartments over four stories, without elevators; does not include buildings which house transients or visitors for commercial | | |

purposes, nor does it
include any type of
apartment building that
contains stores, shops or
offices in any part of the
building (does not include
high-rise apartments)
Bricklayer, cement mason,
plasterer.....\$ 22.76 11.67

FOOTNOTES:

Paid Holiday: Fourth of July, if the worker was employed by
the contractor in any period of seven working days before
said holiday within the current calendar year.

BRMI0010-004 08/01/2004

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|-------------------|----------|---------|
| Bricklayer..... | \$ 23.47 | 11.00 |
| Cement Mason..... | \$ 21.72 | 10.33 |

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker is employed by
the contractor in any period of seven working days before
said holiday within the current calendar year.

BRMI0032-002 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|------------------------|----------|---------|
| Marble Finisher..... | \$ 21.25 | 12.56 |
| Marble Mason..... | \$ 27.04 | 12.56 |
| Terrazzo Finisher..... | \$ 21.65 | 12.56 |
| Terrazzo Worker..... | \$ 26.57 | 12.56 |
| Tile Finisher..... | \$ 21.27 | 12.56 |
| Tile Setter..... | \$ 26.47 | 12.56 |

FOOTNOTES: Work on scaffolding over 15 ft.: \$1.25 per hour
additional.Swing stage work: \$1.50 per hour
additional.Terrazzo grinding: \$0.50 per hour above the
terrazzo finisher rate. Terrazzo work grinding vertical
work and stairs: \$1.50 per hour above the terrazzo finisher
rate.

CARP0687-002 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|---------------------------|-----------|--------------|
| Carpenter, Drywall Hanger | \$ 26.597 | 25.08%+8.916 |
| Diver..... | \$ 33.19 | 17.95 |
| Pile Driver..... | \$ 26.597 | 25.08%+8.916 |

FOOTNOTES:

Piledrivers: Loftsperson or sticker:\$0.55 per hour
 additional. Loftsperson or sticker on heights over 150
 feet: \$0.80 per hour additional. Welder: \$0.55 per hour
 additional.

 CARP0706-001 07/17/2004

GENESEE AND LAPEER COUNTIES:

| | Rates | Fringes |
|--------------------------------------|-------|---------|
| Carpenter | | |
| (Including drywall hangers).\$ 24.76 | | 9.46 |

CARP0706-002 07/17/2004

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|--------------------------------------|-------|---------|
| Carpenter | | |
| (Including drywall hangers).\$ 24.76 | | 9.46 |

CARP1045-002 06/01/2001

ST. CLAIR COUNTY:

| | Rates | Fringes |
|----------------------|-------|---------------|
| Lather.....\$ 24.907 | | 36.08% + 3.81 |

CARP1045-006 06/01/2001

GENESEE AND ST. CLAIR COUNTIES:

| | Rates | Fringes |
|-------------------------------|-------|---------|
| Soft Floor Layer.....\$ 23.38 | | 10.29 |

CARP1045-017 07/17/2002

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|---------------------|-------|---------|
| Lather.....\$ 24.67 | | 7.18 |

CARP1045-018 07/17/2002

GENESEE AND LAPEER COUNTIES:

| | Rates | Fringes |
|---------------------|-------|---------|
| Lather.....\$ 25.23 | | 7.22 |

* ELEC0017-002 01/01/2005

LAPEER, ST. CLAIR AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|--|----------|-------------|
| Line Construction | | |
| Cable splicer; Line technician when helio-arc welding..... | \$ 35.18 | 23.50%+4.30 |
| Combination driver/groundman | \$ 24.74 | 23.50%+4.30 |
| Combination equipment operator and groundman..... | \$ 26.21 | 23.50%+4.30 |
| Groundman..... | \$ 22.77 | 23.50%+4.30 |
| lineman..... | \$ 33.77 | 23.50%+4.30 |
| Linemen..... | \$ 33.37 | 23.50+4.80 |
| Technician | | |
| (all commercial work except line construction)... | \$ 33.77 | 23.50%+4.30 |

ELEC0058-001 06/01/2003

ST. CLAIR COUNTY:

| | Rates | Fringes |
|---|----------|------------|
| Electricians: | | |
| Work on sound and communications/limited-energy systems (including inter-communication public address, paging, music, security systems, nurse call systems, telecommunications (voice and data), fiber optic cabling systems, sound systems, broadband systems, computer network systems, CCTV systems, fire detection/signaling systems, and temperature control systems)..... | \$ 25.97 | 3% + 4.77 |
| All other work..... | \$ 34.83 | 3% + 10.98 |

ELEC0557-001 05/31/2004

AGINAW COUNTY; TUSCOLA COUNTY (Townships of Almer, Arbela, Columbia, Dayton, Denmark, Elkland, Ellington, Elmwood, Fairgrove, Fremont, Gilford, Indianfields, Juniata, Kingston, Koylon, Novesta, Tuscola, Vassar, Watertown and Wells):

| | Rates | Fringes |
|------------------|----------|---------|
| Electrician..... | \$ 27.75 | 13.12 |

FOOTNOTE: High work: Electrical work thirty-five feet (35') (to the work) above the ground or permanent floor, where a hazard exists:15% per hour additional.

ELEC0692-002 05/31/2004

BAY COUNTY AND TUSCOLA COUNTY (Townships of Akron and Wisner):

| | Rates | Fringes |
|---------------------------|----------|----------|
| Electrician..... | \$ 26.79 | 6.51+22% |
| ----- | | |
| * ELEC0876-002 06/01/2004 | | |

BAY, GENESEE AND SAGINAW COUNTIES:

| | Rates | Fringes |
|--|----------|------------|
| Line Construction | | |
| Cable splicer..... | \$ 28.69 | 3.75+21.5% |
| Light equipment operator/ground person/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under)..... | \$ 18.15 | 3.75+21.5% |
| Line technician..... | \$ 27.54 | 3.75+21.5% |
| Operator/groundman (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over)..... | \$ 20.72 | 3.75+21.5% |
| Truck driver/groundman (trucks with winch or boom or dump, other than distribution work)..... | \$ 17.27 | 3.75+21.5% |

FOOTNOTE: Operators of 5/8 yd. rated capacity backhoe or over, and operators of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

ELEC0948-001 06/01/2004

GENESEE AND LAPEER COUNTIES; TUSCOLA COUNTY (Township of Millington):

| | Rates | Fringes |
|------------------|----------|------------|
| Electrician..... | \$ 32.73 | 19% + 6.70 |

FOOTNOTES: Work on towers or stacks: double the straight time rate of pay. Work in other hazardous locations located 40 or more feet from the floor or ground to the work: 10% per hour additional. Work under compressed air in tunnels or shafts below the ground level: 15% per hour additional.

Work in an area where injurious gases or fumes are present and when instructed to wear gas masks: 15% per hour additional while working in that area and being required to wear gas masks.

ELEV0036-002 01/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|------------------------|-----------|---------|
| Elevator Mechanic..... | \$ 33.735 | 10.765 |

FOOTNOTE: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ELEV0085-002 01/01/2004

BAY, GENESEE, LAPEER, SAGINAW, AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|------------------------|-----------|---------|
| Elevator Mechanic..... | \$ 34.005 | 10.765 |

FOOTNOTE: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

* ENGI0324-008 10/01/2004

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - sewer relining: | | |
| GROUP 1..... | \$ 25.64 | 9.16 |
| GROUP 2..... | \$ 24.24 | 9.16 |

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0324-010 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 35.66 | 13.10 |
| GROUP 2..... | \$ 34.16 | 13.10 |
| GROUP 3..... | \$ 32.66 | 13.10 |

| | | |
|---------------|----------|-------|
| GROUP 4..... | \$ 32.36 | 13.10 |
| GROUP 5..... | \$ 31.54 | 13.10 |
| GROUP 6..... | \$ 30.68 | 13.10 |
| GROUP 7..... | \$ 29.71 | 13.10 |
| GROUP 8..... | \$ 28.00 | 13.10 |
| GROUP 9..... | \$ 20.89 | 13.10 |
| GROUP 10..... | \$ 19.86 | 13.10 |

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional. Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator, job mechanic, and concrete pump with boom operator

GROUP 7: Regular engineer

GROUP 8: Engineer when operating forklift, lull, extend-a-boom forklift

GROUP 9: Engineer when operating compressor or welding machine

GROUP 10: Fire tender or oiler

ENGI0324-011 06/01/2004

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - steel erection: | | |
| GROUP 1..... | \$ 38.64 | 13.15 |
| GROUP 2..... | \$ 39.64 | 13.15 |
| GROUP 3..... | \$ 37.14 | 13.15 |
| GROUP 4..... | \$ 38.14 | 13.15 |
| GROUP 5..... | \$ 35.64 | 13.15 |
| GROUP 6..... | \$ 36.64 | 13.15 |
| GROUP 7..... | \$ 35.37 | 13.15 |
| GROUP 8..... | \$ 36.37 | 13.15 |
| GROUP 9..... | \$ 34.94 | 13.15 |
| GROUP 10..... | \$ 35.92 | 13.15 |
| GROUP 11..... | \$ 34.19 | 13.15 |
| GROUP 12..... | \$ 35.19 | 13.15 |
| GROUP 13..... | \$ 33.83 | 13.15 |

| | | |
|---------------|----------|-------|
| GROUP 14..... | \$ 34.83 | 13.15 |
| GROUP 15..... | \$ 33.19 | 13.15 |
| GROUP 16..... | \$ 26.38 | 13.15 |
| GROUP 17..... | \$ 24.97 | 13.15 |

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator and job mechanic

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

ENGI0324-013 09/01/2004

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - underground construction (includes sewer): | | |
| GROUP 1..... | \$ 27.83 | 13.15 |
| GROUP 2..... | \$ 23.60 | 13.15 |
| GROUP 3..... | \$ 22.87 | 13.15 |
| GROUP 4..... | \$ 22.30 | 13.15 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered-excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator

ENGI0324-014 05/01/2004

BAY, GENESEE, LAPEER, SAGINAW AND TUSCOLA COUNTIES:

| Rates | Fringes |
|-------|---------|
|-------|---------|

Power equipment operators:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.16 | 13.10 |
| GROUP 2..... | \$ 26.91 | 13.10 |
| GROUP 3..... | \$ 25.81 | 13.10 |
| GROUP 4..... | \$ 21.16 | 13.10 |
| GROUP 5..... | \$ 20.56 | 13.10 |
| GROUP 6..... | \$ 18.21 | 13.10 |
| GROUP 7..... | \$ 16.51 | 13.10 |

FOOTNOTES: Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with main boom and jib 220' or longer

GROUP 2: Crane with main boom and jib 140' or longer; tower crane, gantry crane, whirley derrick

GROUP 3: Regular equipment operator, crane, stiff leg derrick, scraper, dozer, grader, front end loader, hoist, job mechanic

GROUP 4: Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, Bobcat and similar equipment, fork truck (over 20' lift)

GROUP 5: Pump, 6 in. or over; well points, freeze systems, boom truck (non-swinging); end dumps and laser/power screed; concrete wire saw (20 h.p. and over)

GROUP 6: Air compressor, welder, generator, conveyor, pump under 6", grease person and fork truck (20' lifting capacity or less when working on masonry work)

GROUP 7: Oiler, fire tender and heater operator

ENGI0325-007 10/01/2004

| | Rates | Fringes |
|---|----------|---------|
| Power equipment operators - hazardous waste removal: | | |
| LEVEL A: | | |
| Engineer when operating crane with boom and jib or leads 140' or longer.... | \$ 33.03 | 13.24 |
| Engineer when operating crane with boom and jib or leads 220' or longer.... | \$ 33.33 | 13.24 |
| GROUP 1..... | \$ 30.38 | 13.24 |
| GROUP 2..... | \$ 26.15 | 13.24 |
| Regular crane operator, mechanic, dragline operator, boom truck | | |

| | | |
|-------------------------------------|--|-------|
| operator and concrete | | |
| pump with boom operator....\$ 31.35 | | 13.24 |
| LEVEL B AND C: | | |
| Engineer when operating | | |
| crane with boom and jib | | |
| or leads 140' or longer....\$ 32.08 | | 13.24 |
| Engineer when operating | | |
| crane with boom and jib | | |
| or leads 220' or longer....\$ 32.38 | | 13.24 |
| GROUP 1.....\$ 29.43 | | 13.24 |
| GROUP 2.....\$ 25.20 | | 13.24 |
| Regular crane operator, | | |
| mechanic, dragline | | |
| operator, boom truck | | |
| operator and concrete | | |
| pump with boom operator....\$ 30.40 | | 13.24 |
| LEVEL D WHEN CAPPING | | |
| LANDFILL: | | |
| Engineer when operating | | |
| crane with boom and jib | | |
| or leads 140' or longer....\$ 30.53 | | 13.24 |
| Engineer when operating | | |
| crane with boom and jib | | |
| or leads 220' or longer....\$ 30.83 | | 13.24 |
| GROUP 1.....\$ 27.88 | | 13.24 |
| GROUP 2.....\$ 23.65 | | 13.24 |
| Regular crane operator, | | |
| mechanic, dragline | | |
| operator, boom truck | | |
| operator and concrete | | |
| pump with boom operator....\$ 28.23 | | 13.24 |
| LEVEL D: | | |
| Engineer when operating | | |
| crane with boom and jib | | |
| or leads 140' or longer....\$ 30.78 | | 13.24 |
| Engineer when operating | | |
| crane with boom and jib | | |
| or leads 220' or longer....\$ 31.08 | | 13.24 |
| GROUP 1.....\$ 28.13 | | 13.24 |
| GROUP 2.....\$ 23.90 | | 13.24 |
| Regular crane operator, | | |
| mechanic, dragline | | |
| operator, boom truck | | |
| operator and concrete | | |
| pump with boom operator....\$ 29.10 | | 13.24 |

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self- propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

 ENGI0326-004 05/01/2004

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - gas distribution and duct installation work: | | |
| REMAINDER OF COUNTIES: | | |
| GROUP 1..... | \$ 23.49 | 13.10 |
| GROUP 2-A..... | \$ 23.39 | 13.10 |
| GROUP 2-B..... | \$ 23.17 | 13.10 |
| GROUP 3..... | \$ 22.39 | 13.10 |
| GROUP 4..... | \$ 21.89 | 13.10 |
| ST. CLAIR COUNTY: | | |
| GROUP 1..... | \$ 24.40 | 13.10 |
| GROUP 2..... | \$ 24.27 | 13.10 |
| GROUP 3..... | \$ 23.14 | 13.10 |
| GROUP 4..... | \$ 22.57 | 13.10 |

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work", starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

ST. CLAIR COUNTY:

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher, endloader (2 yd. capacity or greater)

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader)

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day)

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person

REMAINDER OF COUNTIES:

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled)

GROUP 4: Oiler, grease person

REMAINDER OF COUNTIES:

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled)

GROUP 4: Oiler, grease person

IRON0025-005 06/01/2003

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers: | | |
| Fence erector..... | \$ 20.29 | 14.17 |
| Ornamental, structural, precast erector..... | \$ 27.01 | 18.85 |
| Siding & decking (Except St. Clair County)..... | \$ 22.48 | 16.78 |

IRON0025-008 04/01/2003

| | Rates | Fringes |
|---|----------|---------|
| Ironworkers - Pre-Engineered Metal | | |
| BAY, SAGINAW AND TUSCOLA COUNTIES..... | \$ 19.67 | 13.51 |

GENESEE, LAPEER AND ST.
CLAIR COUNTIES.....\$ 20.89 14.51

IRON0025-023 06/01/2003

| | Rates | Fringes |
|---|----------|---------|
| Ironworkers: | | |
| Machinery mover, rigger and machinery erector..... | \$ 24.09 | 16.95 |

IRON0026-013 06/01/2001

| | Rates | Fringes |
|------------------|----------|---------|
| Ironworkers: | | |
| Reinforcing..... | \$ 23.50 | 15.51 |
| Wire mesh..... | \$ 19.87 | 14.24 |

* LABO0005-012 10/01/2004

| | Rates | Fringes |
|---|----------|---------|
| Laborers - hazardous waste abatement: | | |
| BAY, SAGINAW AND TUSCOLA COUNTIES: | | |
| Level A, B or C..... | \$ 20.93 | 7.41 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 19.93 | 7.41 |
| GENESEE AND LAPEER COUNTIES: | | |
| Level A, B or C..... | \$ 21.29 | 7.41 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 20.29 | 7.41 |
| ST. CLAIR COUNTY: Work performed inside the building and up to and including 5 ft. outside the building: | | |
| Level A, B or C..... | \$ 25.04 | 8.31 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 24.04 | 8.31 |
| ST. CLAIR COUNTY: Work performed over 5 ft. outside the building: | | |
| Level A, B or C..... | \$ 20.46 | 7.39 |
| Work performed in conjunction with site | | |

preparation not requiring
the use of personal
protective equipment;
Also, Level D.....\$ 19.46 7.39

LABO0259-010 08/01/2004

| | Rates | Fringes |
|--|-------|---------|
| Asbestos Laborer | | |
| Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non- mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished;loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....\$ 20.00 | | 8.48 |

* LABO0259-012 09/01/2004

| | Rates | Fringes |
|--|-------|---------|
| Laborers - tunnel, shaft and caisson: | | |
| GROUP 1.....\$ 21.37 | | 7.38 |
| GROUP 2.....\$ 21.46 | | 7.38 |
| GROUP 3.....\$ 21.56 | | 7.38 |
| GROUP 4.....\$ 21.72 | | 7.38 |
| GROUP 5.....\$ 21.98 | | 7.38 |
| GROUP 6.....\$ 22.29 | | 7.38 |
| GROUP 7.....\$ 14.56 | | 7.38 |

SCOPE OF WORK: Tunnel, shaft and caisson work of every type
and descripton and all operations incidental thereto,
including, but not limited to, shafts and tunnels for
sewers, water, subways, transportation, diversion,
sewerage, caverns, shelters, aquafers, reservoirs, missile
silos and steel sheeting for underground construction.

LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog
house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer
tender, mortar, material mixer, fence erector and guard
rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and
grinder), first bottom, second bottom, cage tender, car
pusher, carrier, concrete, concrete form, concrete repair,
cement invert laborer, cement finisher, concrete shoveler,

conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

* LAB00334-007 09/01/2004

| | Rates | Fringes |
|-------------------------|----------|---------|
| Laborers - open cut: | | |
| GROUP 1..... | \$ 18.22 | 7.50 |
| GROUP 2..... | \$ 18.35 | 7.50 |
| GROUP 3..... | \$ 18.46 | 7.50 |
| GROUP 4..... | \$ 18.53 | 7.50 |
| GROUP 5..... | \$ 18.65 | 7.50 |
| GROUP 6..... | \$ 15.87 | 7.50 |
| GROUP 7..... | \$ 14.21 | 7.50 |
| GENESEE, LAPEER AND ST. | | |
| CLAIR COUNTIES: | | |
| GROUP 1..... | \$ 19.31 | 7.50 |
| GROUP 2..... | \$ 19.45 | 7.50 |
| GROUP 3..... | \$ 19.57 | 7.50 |
| GROUP 4..... | \$ 19.62 | 7.50 |
| GROUP 5..... | \$ 19.76 | 7.50 |
| GROUP 6..... | \$ 17.06 | 7.50 |
| GROUP 7..... | \$ 14.21 | 7.50 |

SCOPE OF WORK: Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to

buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodger, reinforced steel or mesh person (e.g. wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

* LABO0334-017 07/01/2004

| | Rates | Fringes |
|-------------------------|----------|---------|
| Landscape Laborer | | |
| BAY, SAGINAW, TUSCOLA | | |
| GROUP 1..... | \$ 15.98 | 4.75 |
| GROUP 2..... | \$ 11.78 | 4.75 |
| GENESEE, LAPEER AND ST. | | |
| CLAIR | | |
| GROUP 1..... | \$ 16.71 | 4.75 |
| GENESEE, LAPEER AND ST. | | |
| CLAIR | | |
| GROUP 2..... | \$ 12.49 | 4.75 |

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator,

material mover and truck driver

LABO0463-002 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|--------------|----------|---------|
| Laborers: | | |
| GROUP 1..... | \$ 23.37 | 8.82 |
| GROUP 2..... | \$ 21.47 | 8.82 |
| GROUP 3..... | \$ 23.62 | 8.82 |
| GROUP 4..... | \$ 23.54 | 8.82 |
| GROUP 5..... | \$ 23.72 | 8.82 |

FOOTNOTES:

Scuba diving: Work under water requiring the use of scuba equipment: to be paid \$200 per day plus \$40 additional pay for maintenance of the individual's diving equipment.

Height pay: Work on stacks, towers, power houses and silos shall be paid at the rate of pay as follows: Zero (from ground) to 100 ft.: \$.30 per hour above the group 1 rate. For each additional fifty feet (50') height: \$.30 additional per hour for each additional fifty foot(50') height.

LABORER CLASSIFICATIONS

GROUP 1: General laborer; mason tender; flag person; traffic person; rod person; demolition laborer; furnace battery heater tender; portable heater tender; cement finisher tender, carpenter tender, fire watch

GROUP 2: Watchman

GROUP 3: Mortar mixer (by hand or machine); air, electric, gas tool operator; pump operator; and air and electric bush hammer

GROUP 4: Plasterer tender; hot dope carrier; tar kettle tender; concrete gas buggy; concrete saw operator; well wheel and tape coat

GROUP 5: Crock layer or pipe layer and caisson worker in buildings

LABO1075-002 06/01/2004

GENESEE AND LAPEER COUNTIES:

| | Rates | Fringes |
|--------------------------|-------|---------|
| Laborers: | | |
| (Includes carpenter | | |
| tender; mason tender; | | |
| cement finisher tender; | | |
| plasterer tender; signal | | |
| person and top person | | |

(sewer work); air, fuel or electric powered tool operator; crock and pipe layer (conduit and vitrified tile, except 4" drain tile around buildings; caisson worker; tunnel mucker; jackhammer and air spade operator; tunnel person (concrete shoveler, car pusher); bottom person (sewer work); windlass operator (caisson work).....\$ 21.34 7.33

FOOTNOTE: Demolition burner: \$1.00 per hour additional.

LAB01098-009 06/30/2004

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|--------------|----------|---------|
| Laborers: | | |
| GROUP 1..... | \$ 18.90 | 7.30 |
| GROUP 2..... | \$ 19.40 | 7.30 |
| GROUP 3..... | \$ 19.90 | 7.30 |

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers except workers falling within specified classifications; Also, pumps with a 3-in. or less discharge and not hooked up in battery; mechanized buggy operators & mortar mixer (when done by hand) and mason tender

GROUP 2: Air or electric driven pavement breakers, concrete vibrator, plaster tender, Tunnel miner, tunnel mucker and tunnel and shaft underpinning contributing to the structural support of buildings

GROUP 3: Driller & blaster, burner & welder; Also, refractory work: Work inside or outside digesters, tanks, lime kilns, chests, boilers and boiler tubes, heat treat ovens, and smoke stacks, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, and sandblasting

PAIN0357-002 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|--------------|----------|---------|
| Glazier..... | \$ 26.30 | 12.31 |

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular

scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PAIN0826-002 12/15/2002

BAY, GENESEE, LAPEER, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|--------------|----------|---------|
| Glazier..... | \$ 21.73 | 9.31 |

PAID HOLIDAYS: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

FOOTNOTES:

High pay: Work from any mechanical lift, regardless of the height off of the surface: \$0.75 per hour additional. Working from scaffolding shall be paid at the premium rate only when the working platform is at twenty (20) feet or above. All swing stage work to be paid at the premium rate. Working from a ladder at twenty (20) feet or above qualifies for the premium rate. Premium pay is only to be paid for the actual time worked on the lift device, scaffold, or ladder.

PAIN1052-001 06/01/2004

GENESEE COUNTY; AND LAPEER COUNTY (west of Hwy. M-53):

| | Rates | Fringes |
|--------------|----------|---------|
| Painter..... | \$ 23.27 | 8.52 |

FOOTNOTES:

Lead abatement work: \$1.50 per hour additional. Application of paint by pressure roller: \$.80 per hour additional. Sand blasting, steam cleaning, acid cleaning, and all work ordinarily performed as such: \$1.00 per hour additional. Swing stage, boatswain chair, window jacks and all work performed over a falling height of 30 ft.: \$.30 per hour additional. For each additional 15 ft. of height: \$.10 per hour additional. All industrial spray gun work, pick pullers and those handling needles also for cleaning by blowing off by air pressure: \$1.00 per hour additional. Commercial spray rate shall be paid only on deck and truss: \$.30 per hour additional. All work such as steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$.65 per hour additional, paid from the ground up. Application of paint by use of a mitt: \$.35 per hour additional.

PAIN1052-004 06/01/2004

GENESEE COUNTY; AND LAPEER COUNTY (west of Hwy. M-53):

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Drywall Finisher

| | | |
|----------------------|----------|------|
| Drywall sanding..... | \$ 21.87 | 8.52 |
| Hand work..... | \$ 23.27 | 8.52 |
| Machine work..... | \$ 23.57 | 8.52 |

PAIN1474-004 06/01/2004LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR AND TUSCOLA
COUNTIES:

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Painter/Drywall Finisher..... | \$ 23.25 | 11.65 |

FOOTNOTES:

Lead abatement work: \$1.00 per hour additional.

Paperhanging: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the groupnd): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

PAIN1803-001 06/01/2004

BAY AND SAGINAW COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Painters: | | |
| Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants..... | \$ 20.70 | 10.30 |
| All other work, including maintenance of industrial plants..... | \$ 19.28 | 10.30 |

FOOTNOTES:

Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or

other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional. Work involving the installation of wallcoverings: \$0.30 cents per hour additional.

PAIN1803-009 06/01/2004

BAY AND SAGINAW COUNTIES:

| | Rates | Fringes |
|-----------------------|----------|---------|
| Drywall Finisher..... | \$ 21.05 | 10.25 |

PLAS0016-001 06/01/2004

GENESEE COUNTY:

| | Rates | Fringes |
|-------------------|----------|---------|
| Cement Mason..... | \$ 23.49 | 9.32 |
| Plasterer..... | \$ 22.61 | 9.10 |

FOOTNOTES:

Swing stage: \$.50 per hour additional. Gun machine operator:
\$.50 per hour additional.

PLUM0085-003 05/03/2004

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Plumbers and Pipefitters Work on housing projects over 4 stories(Includes HVAC work in any building up to \$60,000)..... | \$ 20.20 | 12.23 |
| All other work..... | \$ 25.44 | 14.14 |

* PLUM0098-003 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|--------------|----------|---------|
| Plumber..... | \$ 32.08 | 17.15 |

PLUM0190-006 05/01/2004

| | Rates | Fringes |
|--|----------|---------|
| Gas Distribution Pipeline Welding in conjunction with gas distribution pipeline work..... | \$ 26.35 | 11.70 |
| All other work..... | \$ 18.66 | 7.92 |

PLUM0370-002 06/05/2004

GENESEE AND LAPEER COUNTIES:

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Plumbers and Pipefitters | | |
| Work in any building of | | |
| 10,000 sq. ft. or less..... | \$ 21.62 | 14.23 |
| All other work..... | \$ 30.88 | 14.23 |

FOOTNOTE: Welding of galvanized material: \$1.00 per hour additional.

PLUM0636-004 06/07/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|-----------------|----------|---------|
| Pipefitter..... | \$ 31.53 | 16.08 |

* ROOF0149-004 06/01/2004

BAY, GENESEE, LAPEER, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Roofer (including Built Up, Composition and Single Ply).... | \$ 21.71 | 10.10 |

* ROOF0149-006 06/01/2004

ST. CLAIR COUNTY:

| | Rates | Fringes |
|--|----------|---------|
| Roofer (including Built Up, Composition and Single Ply).... | \$ 20.16 | 11.65 |
| Slater..... | \$ 22.16 | 11.65 |

SFMI0669-001 01/01/2005

| | Rates | Fringes |
|-----------------------|----------|---------|
| Sprinkler Fitter..... | \$ 28.31 | 12.10 |

SHEE0007-008 09/01/2001

GENESEE AND LAPEER COUNTIES:

| | Rates | Fringes |
|---------------------------|-------|---------|
| Sheet Metal Worker | | |
| Work on any multiple | | |
| family | | |
| housing unit over 4 | | |
| stories where each | | |
| individual family | | |
| apartment is individually | | |
| conditioned by a separate | | |
| and independent unit or | | |

system; Also, work on any
 single building or
 multiple
 tenant building
 where each
 individual space is
 individually conditioned
 by a separate and
 independent unit or system
 (includes any
 separate additional or
 remodeled space that is
 individually conditioned
 by a
 separate and independent
 unit or system of 20 tons
 or
 less, regardless of total
 existing units not part of
 the
 addition or remodeled
 portion of the job; also
 includes extensions of
 existing systems if the
 existing systems are a
 total of 20 tons or less)...\$ 19.49 2.87
 All other work.....\$ 27.70 9.17

 SHEE0007-018 05/01/2001

BAY, SAGINAW AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|-----------------------------------|-------|------------|
| Sheet Metal Worker | | |
| Work on any multiple | | |
| family housing unit over 4 | | |
| stories where each | | |
| individual family | | |
| apartment is individually | | |
| conditioned by a separate | | |
| and independent unit | | |
| or system; Also, work | | |
| on any single building | | |
| with single tenant | | |
| under 600,000 BTU heating | | |
| and/or 20 ton cooling....\$ 16.95 | | 4.27 |
| All other work.....\$ 21.98 | | 3% + 10.05 |

 SHEE0080-001 06/01/2002

ST. CLAIR COUNTY:

| | Rates | Fringes |
|---------------------------------|-------|---------|
| Sheet Metal Worker | | |
| Siding and decking.....\$ 21.33 | | 8.77 |
| Work on any multiple | | |
| family housing unit over 4 | | |
| stories where each | | |

individual family
apartment is individually
conditioned by a separate
and independent unit or
system; Also, work
involving the installation
only of
individual jobs consisting
of 10 tons of air
conditioning
and/or 200,000 B.T.U.'s of
heating at any one job
site, and the
architectural sheet metal
work on such projects.....\$ 16.79 6.27
All other work.....\$ 28.34 17.00

TEAM0007-002 06/01/2002

BAY AND SAGINAW COUNTIES:

| | Rates | Fringes |
|---------------------------------------|-------|---------|
| Truck drivers: | | |
| Euclids, double bottoms | | |
| and lowboys.....\$ 23.045 | | .50 + a |
| Trucks under 8 cu. yds.....\$ 22.795 | | .50 + a |
| Trucks, 8 cu. yds. and over.\$ 22.895 | | .50 + a |

FOOTNOTE: a. \$265.90 per week.

TEAM0247-002 06/01/2003

ST. CLAIR AND TUSCOLA COUNTIES:

| | Rates | Fringes |
|-----------------------------|-------|---------|
| Truck drivers: | | |
| Pole trailer driver, | | |
| lowboy driver, straddle | | |
| carrier, double bottom and | | |
| special load permit | | |
| driver, fuel truck driver, | | |
| bus driver and water truck | | |
| driver.....\$ 26.285 | | a |
| Truck driver on all trucks | | |
| except semi trucks or | | |
| tractor trailers, pole | | |
| trailers, lowboys, | | |
| straddle carriers, double | | |
| bottom, special load | | |
| permit vehicles and fuel | | |
| truck driver.....\$ 26.02 | | a |
| Truck driver on semi | | |
| trucks or tractor trailers, | | |
| except pole trailer | | |
| driver, lowboy driver, | | |
| straddle carriers, double | | |
| bottom, special load | | |
| permit vehicles and fuel | | |

truck driver.....\$ 26.18 a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE: a. \$152.25 per week, plus \$25.60 per day, plus the following vacation pay: Drivers who have been in the employ of their company for 3 years or less: \$0.60 per hour. Drivers who have been in the employ of their company for 4 through 10 years: \$1.00 per hour. Drivers who have been in the employ of their company for 11 through 15 years: \$1.45 per hour. Drivers who have been in the employ of their company for 16 years and longer: \$1.85 per hour.

TEAM0247-009 04/01/2003

| | Rates | Fringes |
|---|----------|-----------------|
| Truck drivers - underground construction: | | |
| GENESEE AND ST. CLAIR COUNTIES: | | |
| GROUP 1..... | \$ 20.57 | 132.70/wk.+34.0 |
| GROUP 2..... | \$ 20.71 | 132.70/wk.+34.0 |
| GROUP 3..... | \$ 20.90 | 132.70/wk.+34.0 |
| LAPEER COUNTY: | | |
| GROUP 1..... | \$ 20.47 | 132.70/wk.+34.0 |
| GROUP 2..... | \$ 20.56 | 132.70/wk.+34.0 |
| GROUP 3..... | \$ 20.77 | 132.70/wk.+34.0 |

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

TEAM0332-002 06/01/2001

GENESEE AND LAPEER COUNTIES:

| | Rates | Fringes |
|-------------------|----------|-----------------|
| Truck Driver..... | \$ 19.11 | .22 + 252.70/wk |

FOOTNOTE:

Paid Holidays: New Year's Day, Good Friday afternoon, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, provided that the worker has 30 days or more of continuous employment with any one contractor, and that the worker works the last scheduled workday before the holiday and the first scheduled workday after the holiday.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 02482

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SECTION 02482

DREDGING

PART 1 GENERAL

1.1 UNIT PRICES

1.1.1 Work Covered by Contract Price

The contract unit price per cubic yard for dredging shall include the cost of removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledgerrock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area.

1.1.2 Measurement and Payment

1.1.2.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. These quantities include an estimated 20,000 cubic yards of shoaling that is expected to occur prior to commencement of dredging under this contract. The allowable pay overdepth quantity listed below is computed for the allowable overdepth prism immediately below the material required to be dredged as shown on the drawings or otherwise specified. The allowable sideslope quantity listed below is computed immediately above the payment limit line for sideslopes as shown and specified.

a. Estimated Allowable Pay Overdepth and Sideslope Quantities in Cubic Yards.

Saginaw Bay, Area I, Cross Sections 0+00 to 130+00B

- | | |
|----------------|-------------|
| (1) Overdepth | 46,000 C.Y. |
| (2) Sideslopes | 13,000 C.Y. |

Saginaw River, Area II, Cross Sections 118+00R to 140+00R

- | | |
|----------------|-------------|
| (1) Overdepth | 19,000 C.Y. |
| (2) Sideslopes | 3,000 C.Y. |

1.1.2.2 Shoal Removal

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

1.1.2.3 Soundings

The drawings (See CLAUSE entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS") represent the conditions existing at the time of survey, but all soundings shown thereon will be verified and corrected by soundings taken before dredging. Determination of quantities removed will be made from after dredging soundings and the calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.1.3 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing the volume between the bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program or by the average end area method, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings.

The average area of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.

1.1.3.1 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

1.1.3.2 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

1.1.3.3 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of

areas where full depth has been secured, except by decision of the Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

1.2 PERFORMANCE REQUIREMENTS

1.2.1 Monitoring of Disposal Area

During all disposal operations, the Contracting Officer will conduct water quality monitoring of any allowed discharge from the confined disposal facility discharge weirs to verify that the quality of the effluent is within acceptable limits. Water samples will be stored and analyzed by the Government according to the recommended procedures of the U.S. Environmental Protection Agency Publication "Methods for Chemical Analysis of Water and Wastes," EPA 600 4 79 020. The Contractor shall furnish and install additional weir boards at no additional cost to the Government, to prevent water within the CDF from overtopping the weirs. If additional weir boards cannot be added to increase the holding capacity of the disposal area and/or any allowed discharge does not meet acceptable water quality limits, the Contractor will be directed to alter or discontinue its disposal operations until the threat of overtopping no longer exists or the effluent from the discharge weirs meets the specified acceptable limits of water quality, all at no additional cost to the Government. The Contractor shall also monitor the elevation of water in the CDF and shall promptly notify the Contracting Officer any time there is imminent risk of overtopping weirs or dike walls.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Data

Dredging, Conveyance and Disposal Plan; G-AOF

Prior to bringing equipment to the project site, submit plans of the proposed dredging, conveyance and disposal operations.

Sounding Records; G-AOF

A copy of the prior and after soundings of the transfer site shall be furnished.

1.4 PROJECT/SITE CONDITIONS

1.5 Character of Materials

The materials to be removed within the required dredging limits are those composing the shoaling that has occurred since the areas were last dredged. The materials are composed primarily of silt and with some sand, and organic materials. Some clays and gravels may be encountered in the overdepth and channel boundaries. The records of previous dredging and sampling are available for inspection at the Office of the Engineering and Construction Division, U.S. Army Corps of Engineers, Detroit District, 477

Michigan Avenue, McNamara Building, Detroit, Michigan.

1.6 Disposal Area Conditions

The existing conditions shown within the Government-furnished disposal area are based upon topographic and sounding surveys performed on the date shown on the drawings. The limits of the disposal area are shown on the contract drawings and no variations beyond these limits are permissible. Dredged materials placed outside of the limits of the disposal area shall be removed at no additional cost to the Government and deposited within the area approved for disposal of dredged materials.

1.6.1 Caution

The Contractor is informed that materials previously placed in the CDF are in various stages of drying out and consolidating. Some areas are crusted over but are unstable below the crust. Vegetation may be growing upon the crust. The ability of existing materials in the CDF to support equipment and personnel is unknown. The Contractor shall make its own investigation of conditions as it deems necessary for the selection of equipment to be used at the site and to provide for the safety of the work and the workers.

Excavation of material within the disposal area is permitted only as noted on the contract drawings.

1.7 Transfer Site

If use of a Contractor-furnished disposal site entails use of a transfer site, or if a Government-furnished transfer site is to be used, the Contractor shall take soundings across the full width and length of the transfer site mooring area prior to the start-up of and immediately after the completion of transfer operations under this contract. Soundings shall be taken on lines and at intervals acceptable to the Contracting Officer.

1.8 SEQUENCING AND SCHEDULING

1.9 Delivery of Plant and Order of Work

Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in CLAUSE entitled, "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK."

1.10 Sequence

Dredged material shall not be hauled across segments of the required dredging area which have been examined and found to be acceptable.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

The Contractor shall perform all dredging work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the before (prior to) dredging soundings. The Contractor may be required to suspend dredging at any time when for any

reason the gauges or ranges cannot be seen or properly followed.

3.1.1 Obstructions

Should original material, ledgerrock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

3.1.2 Channel Crossing

Any existing channel crossing that is damaged due to the Contractor's operations shall be repaired by the Contractor and at its expense.

3.1.3 Overdepth and Tolerances

Two (2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

3.1.3.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the contract price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the materials required to be dredged as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for which payment will not be made.

3.1.3.2 Side Slopes

Materials actually removed, within limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on two horizontal (2H), perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor elects to use the box cut method on the side slope this material will be paid for whether dredged in their original location or removed by dredging a space at the bottom of the slope to accommodate the side slope materials falling into the box cut.

3.1.3.3 Toe of Side Slope

Any materials remaining above the required pay prism line will be allowed to remain in place, but will not be paid for, provided these materials lie below the tolerance line specified hereinafter. The toe of side slope tolerance line, as shown on the cross-section drawings, is defined as a straight line through the following two (2) points and extended to the side slope line:

- a. A point on the required pay prism line located a distance from the channel line or dredge limit line, as shown on the contract drawings (shown on the enclosed drawings and contract drawings as tolerance dimension "T.D." and ;
- b. A point located at the channel line or dredge limit line, whichever is applicable, and above the required pay prism line a distance equal to the specified channel allowable pay overdepth.

3.1.3.4 Shoals

A tolerance of 0.5 feet above the required pay prism line, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

- a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

- b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) of the full project channel width or fifty (50) feet, whichever is greater.

- c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

3.2.1 General

All nautical vessels, and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the disposal area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling. The Contractor may base its bid on its own transfer facilities rather than the pipeline and connection point furnished by the Government.

3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the disposal area shall be as approved by the Contracting Officer at all times.

Temporary dumping or placement of materials outside of the disposal area for subsequent rehandling into the disposal area is prohibited unless otherwise approved by the Contracting Officer.

3.2.3 Vehicular Conveyance

Vehicular conveyance of dredged materials within the Government-furnished disposal site is permitted. Dredged materials that are conveyed into a Contractor-furnished disposal area via vehicle shall have leak tight cargo bodies or compartments with spill and splash preventing devices as well as necessary sidewall height. Vehicles shall not be loaded over their capacity, nor shall any loads exceed the limits of the thoroughfare over which the vehicles are operated. If the dredged materials are transferred from vessels to vehicles by bucket type equipment or any device which may leak or spill, provisions shall be made to prevent water and materials from escaping into the waterways. In addition, the Contractor shall insure that materials that are splashed around vehicles during loading or unloading operations are cleaned up prior to the vehicle leaving the site so as to prevent materials from being tracked on to public thoroughfares or escaping into the waterways. The Contractor shall immediately clean up any materials spilled on the public thoroughfares. In addition, the Contractor shall maintain the transfer site in a neat and orderly condition.

3.2.4 Off-Loading Facility

A facility for off-loading of dredge materials is located in the Northeast portion of the Confined Disposal Facility and is available for Contractor use. The off-loading platform is capable of supporting cranes up to 150 ton capacity in conjunction with transferring materials onto land-hauling equipment.

3.3 DISPOSAL OF DREDGED MATERIALS

3.3.1 General

The dredged materials shall be deposited within the Government-furnished disposal area shown on the contract drawings and/or within an authorized Contractor-furnished disposal area. The Government-furnished disposal area has sufficient capacity to contain all materials to be dredged under this contract; however, the Contractor may base its bid on a disposal area other than the one furnished by the Government. Placement of the dredged materials within the disposal area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the disposal area shall be as approved by the Contracting Officer at all times.

3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in this contract or approved by the Contracting Officer will not be paid for.

The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in this contract or approved by the Contracting Officer.

3.3.2 Government-Furnished Disposal Area

Disposal of the materials dredged shall be in the Saginaw Bay Confined (CDF) Disposal Facility in the location shown on the drawings. The Contractor's facilities for the disposal operation shall be as approved by

the Contracting Officer and shall be removed upon completion of the work unless otherwise allowed. Dredged materials shall be placed in such a manner as to prevent loss of materials outside of the Confined Disposal Area. The ability of existing materials within the Confined Disposal Facility to support equipment and personnel is unknown. The Contractor shall make its own investigations of conditions as it deems necessary in order to make its own determination of existing conditions. See SECTION 01100, SPECIAL PROJECT PROCEDURES, ARTICLE 1.5, SEQUENCING AND SCDULING for additional information.

3.3.2.1 Restrictions

a. Height

The height of placed materials shall not exceed an elevation 20 feet above L.W.D. within 50 feet of new berms.

b. Disposal of Dredged Materials

Disposal of dredged materials into the Confined Disposal Area by hydraulic pipeline shall be as specified herein. Discharge into the CDF by hydraulic pipeline shall take place from within the location shown on the contract drawings. Discharge from any other location is not permitted unless approved by the Contracting Officer. Discharge into and placement of materials into the disposal area shall be performed and controlled in such a manner as to prevent erosion and damage to newly constructed and existing berms. The Contractor shall regulate discharge into the disposal area as to provide a minimum two (2) foot freeboard or as required to insure dike integrity. The Contractor shall promptly notify the Contracting Officer any time there appears to be imminent risk of water rising above the limitation. No material, other than that required or allowed to be dredged under this contract may be disposed of in the CDF. During all disposal operations, drainage toward the new overflow structure shall be maintained.

The new overflow weir structure shall be under the control of and be maintained by the Contractor. Prior to any discharge of dredged material into the CDF, the Contractor shall install all weir boards so that the maximum elevation can be obtained during the life of the project.

c. Trees

The cutting, uprooting, or other direct physical disturbance of trees in the placement area is prohibited. Trees are not to be disturbed except as approved by the Contracting Officer. Push-up berms have been constructed in the area of trees in the northwest cell adjacent to the perimeter dikes. Excavation of additional soil materials for berms within this area is not permitted.

3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and record its inspections of items under this system, including, but not limited to, the following:

- a. Layout of work, transfer and disposal areas.
- b. Proper dredging depths and disposal heights.
- c. Conveyance and disposal operations.

- d. Prevention of non-conforming discharge to waterway.
- e. Removal of misplaced material.
- f. Observations of CDF effluent quality.
- g. Safety requirements.

3.5 GOVERNMENT INSPECTION

3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

3.5.3 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, suitable transportation from designated points on shore to and from the various pieces of off-shore plant and off-shore disposal areas.

3.5.4 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

3.6 PRIOR, AFTER AND CHECK SURVEYS

Prior, after and check surveys will be made by sonic sounding methods. The Contractor's sounding equipment shall be calibrated to correspond with the Government's sounding equipment. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Sounding lines will be established by the Government for the required dredge area - to provide the best fit of lines, within that area - to use average end cross sections for quantity calculations. Cross-sections will have the required spacing as necessary to provide a good representation of the area surveyed, unless otherwise determined by the Contracting Officer. The check surveys and after dredging soundings shall be taken as close as practicable on the same lines established and used for the prior to dredging soundings, unless otherwise determined by the Contracting Officer. The full electronic data set shall be used to determine cubic yards in place. Additional soundings will be taken as the Contracting Officer may deem necessary. Only one (1) prior survey will be made for each dredging area by the Government. The Contracting Officer will schedule prior surveys in accordance with an approved Contractor

submitted schedule of dredging operations. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE."

3.7 FINAL EXAMINATION AND ACCEPTANCE

3.7.1 Examination

As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$1,700 per calendar day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

-- End of Section --